

Exhibit R

In The Matter Of:
Zoning Board of Appeals Hearing vs.

Transcript of Proceedings In RE: Edgewood Highschool Appeal
July 11, 2019

Verbatim Reporting, Limited

2 East Mifflin Street, Suite 102

Madison, Wisconsin 53703

www.Verbatim-Madison.com

Office@Verbatim-Madison.com

608.255.7700



"Excellence in Reporting Since 1988"

Min-E-Script® with Word Index

<p style="text-align: right;">Page 1</p> <p style="text-align: center;">= = = = =</p> <p style="text-align: center;">CITY OF MADISON Zoning Board of Appeals Hearing</p> <p style="text-align: center;">= = = = =</p> <p style="text-align: center;">Transcript of Hearing Proceedings in RE: Edgewood High School Appeal</p> <p style="text-align: center;">Madison, Wisconsin July 11, 2019</p> <p style="text-align: center;">Reporter: Jessica Bolanos</p> <p style="text-align: center;">VERBATIM REPORTING, LIMITED (608) 255-7700</p>	<p style="text-align: right;">Page 3</p> <p>Transcript of Proceedings, 7-11-19</p> <p>1 ZONING BOARD OF APPEALS HEARING,</p> <p>2 taken before Jessica Bolanos, a notary public in and</p> <p>3 for the State of Wisconsin, at the Madison Municipal</p> <p>4 Building, 215 Martin Luther King, Jr., Boulevard,</p> <p>5 City of Madison, County of Dane, and State of</p> <p>6 Wisconsin, on the 11th day of July 2019, commencing</p> <p>7 at 6:08 p.m.</p> <p>8 A P P E A R A N C E S</p> <p>9 MATTHEW D. LEE, Attorney</p> <p>10 FOLEY & LARDNER, LLP</p> <p>11 150 East Gilman Street, Madison, Wisconsin</p> <p>12 53703, appearing on behalf of Edgewood.</p> <p>13 mdlee@foley.com 608-258-4203</p> <p>14</p> <p>15 NATHAN J. WAUTIER, Attorney</p> <p>16 REINHART BOEMER VAN DEUREN, S.C.</p> <p>17 22 East Mifflin Street, Suite 700, Madison,</p> <p>18 Wisconsin 53703, appearing on behalf of</p> <p>19 Edgewood.</p> <p>20 nwautier@reinhardt.com 608-229-2249</p> <p>21</p> <p>22 NOEL W. STERETT, Attorney</p> <p>23 DALTON TOMICH</p> <p>24 719 Griswold Street, Suite 270, Detroit,</p> <p>25 Michigan 48226, appearing on behalf of</p> <p>Edgewood.</p> <p>nsterett@daltontomich.com 815-986-8050</p> <p>JOHN W. STRANGE, Attorney</p> <p>AMBER MCREYNOLDS, Attorney</p> <p>CITY OF MADISON</p> <p>210 Martin Luther King, Jr., Boulevard, Room</p> <p>401, Madison, Wisconsin 53703, appearing on</p> <p>behalf of the City of Madison.</p> <p>jstrange@cityofmadison.com 608-261-9154</p> <p>Amcreynold@cityofmadison.com</p>
<p>Transcript of Proceedings, 7-11-19</p> <p style="text-align: right;">Page 2</p> <p>1 I N D E X</p> <p>2 PUBLIC COMMENTARY</p> <p>3 MADELINE CRUZ 40</p> <p>4 CHRIS ZWETTLER 43</p> <p>5 GWENDOLYN JONES 49</p> <p>6 SISTER KATHLEEN PHELAN 57</p> <p>7 RACHEL FIELDS 174</p> <p>8 SHAWN SHEY 175</p> <p>9 MARIE TREST 178</p> <p>10 ANNE PALZKILL 187</p> <p>11 BILL OROSZ 190</p> <p>12 MICHELLE GORTON 192</p> <p>13 BERNIE ALBRIGHT 194</p> <p>14 BOB FOULKS 197</p> <p>15 JOSEPH ALBRIGHT 199</p> <p>16 LANDRY NDAHAYO 203</p> <p>17 JIM VAN GEMERT 205</p> <p>18 CHRIS CAULUM 206</p> <p>19 DAVID LEEPER 207</p> <p>20 ANDREW CUSICK 209</p> <p>21 ELLIE TRUDGEON 210</p> <p>22 JASON BITTNER 214</p> <p>23 MARK LANDGRAF 216</p> <p>24 MARLA STACEY 219</p> <p>25</p> <p style="text-align: center;">E X H I B I T S</p> <p>17 (No exhibits marked.)</p> <p>18 (Original transcript filed with Attorney Lee; copy</p> <p>19 provided to Attorney Lee.)</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Transcript of Proceedings, 7-11-19</p> <p style="text-align: right;">Page 4</p> <p>1 Also Present: Board Chair, Winn Collins</p> <p>2 Board members Agnes Berenyi,</p> <p>3 Angela Jenkins, Peter Ostlind,</p> <p>4 Jessica Klehr</p> <p>5 Matt Tucker, Zoning Administrator</p> <p>6 Nancy Kelso</p> <p>7 Members of the Public</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

Transcript of Proceedings, 7-11-19	Page 5	Transcript of Proceedings, 7-11-19	Page 7
<p>1 MR. COLLINS: I call to order the Zoning</p> <p>2 Board of Appeals meeting for July 11th, 2019. The</p> <p>3 time is approximately 6:10. Present this evening</p> <p>4 are board members Angela Jenkins, Peter Ostlind,</p> <p>5 Allie Berenyi, Jessica --</p> <p>6 MS. KLEHR: Klehr.</p> <p>7 MR. COLLINS: -- Klehr, and myself,</p> <p>8 Winn Collins. I am the chair. I've been</p> <p>9 designated the chair a few weeks ago. As chair</p> <p>10 and consistent with Madison General Ordinance</p> <p>11 33.019(C), I will not participate in making</p> <p>12 motions or discussions and shall not vote unless</p> <p>13 my vote would affect the outcome, but I will</p> <p>14 participate in asking questions and controlling</p> <p>15 the proceedings.</p> <p>16 I'd like to take a few minutes to</p> <p>17 explain the procedure we follow for you to</p> <p>18 understand the proceedings today, but before I do</p> <p>19 that, first for the audience as well as the</p> <p>20 members present up here, please make sure your</p> <p>21 cell phone is turned off or silent. And for those</p> <p>22 speaking, please make sure microphones are turned</p> <p>23 on. These proceedings are recorded.</p> <p>24 A preliminary step also is to fill out a</p> <p>25 blue slip if you intend to speak, and that is</p>		<p>1 state first in the statute is that the appeals to</p> <p>2 the Board of Appeals may be taken by any person</p> <p>3 agreed or by any officer, department, board, or</p> <p>4 bureau of the City affected by any decision of an</p> <p>5 administrative officer.</p> <p>6 The ordinance I cited earlier provides</p> <p>7 that the Zoning Board of Appeals has jurisdiction</p> <p>8 and authority to hear and decide appeals where it</p> <p>9 is alleged there was an error in any order,</p> <p>10 requirement, decision, or a determination made by</p> <p>11 the zoning administrator in enforcement of the</p> <p>12 chapter.</p> <p>13 Do the parties agree that that's what</p> <p>14 brings us here tonight?</p> <p>15 MR. LEE: Edgewood agrees.</p> <p>16 MR. STRANGE: The City agrees.</p> <p>17 MR. COLLINS: And we talk about the</p> <p>18 decision or enforcement of the chapter. So just</p> <p>19 to clarify, again, do both parties agree that</p> <p>20 we're here for official notices dated April 1st</p> <p>21 and May 15th of this year?</p> <p>22 MR. LEE: That's correct.</p> <p>23 MR. STRANGE: Yes.</p> <p>24 MR. COLLINS: And again, for the benefit</p> <p>25 of the parties as well as those in attendance, to</p>	
Transcript of Proceedings, 7-11-19	Page 6	Transcript of Proceedings, 7-11-19	Page 8
<p>1 again so -- because these proceedings are</p> <p>2 recorded, it's important to know names and the</p> <p>3 like. We've already had the roll call after</p> <p>4 calling this meeting to order. So the next item</p> <p>5 on this agenda is designation of the chair. That</p> <p>6 issue has now been resolved since I've been</p> <p>7 appointed chair, and that moves us to the next</p> <p>8 item on the agenda, the approval of rules and</p> <p>9 procedure for the meeting.</p> <p>10 Both for the benefit of those present as</p> <p>11 well as to clarify the issues for the board, I'd</p> <p>12 like to take a moment just to clarify a few</p> <p>13 preliminary matters with the parties here, and</p> <p>14 that would be Edgewood High School and the zoning</p> <p>15 administrator.</p> <p>16 Do both parties agree that this</p> <p>17 meeting's been properly noticed and complies with</p> <p>18 open meeting laws?</p> <p>19 MR. LEE: Edgewood agrees.</p> <p>20 MR. STRANGE: The City agrees.</p> <p>21 MR. COLLINS: And do both parties agree</p> <p>22 that we're here for an appeal, and that would be</p> <p>23 consistent with Wisconsin Statute 62.23(7)(e)4 and</p> <p>24 Madison General Ordinance 28.205(3)a. And just</p> <p>25 for the benefit of everyone, what those provisions</p>		<p>1 clarify the purpose of hearing an appeal, do both</p> <p>2 parties agree that the remedy that the board may</p> <p>3 offer is in Wisconsin Statute 62.23(7)(e)8 and</p> <p>4 Madison General Ordinance 28.205(5)(g), and for</p> <p>5 the benefit of those presents as -- frankly as</p> <p>6 well as for the parties, that provides starting</p> <p>7 with the statute that I cited that the board may</p> <p>8 reverse or affirm wholly or partly or may modify</p> <p>9 the order, requirement, decision, or determination</p> <p>10 appealed from, and may make such order,</p> <p>11 requirement, decision or determination as ought to</p> <p>12 be made and, to that end shall, have all powers of</p> <p>13 the officer from whom the appeal is taken and may</p> <p>14 issue or direct the issuance of a permit.</p> <p>15 The ordinance provides that the board</p> <p>16 upon a concurring vote of majority of a quorum may</p> <p>17 reverse or affirm wholly or partly or may modify</p> <p>18 the order or requirements, decision, or</p> <p>19 determination appealed from.</p> <p>20 MR. LEE: Edgewood agrees.</p> <p>21 MR. STRANGE: The City agrees.</p> <p>22 MR. COLLINS: And does either party have</p> <p>23 any opposition or objection to the board</p> <p>24 proceeding to hear the appeal at this time?</p> <p>25 MR. LEE: No.</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 9</p> <p>1 MR. STRANGE: No objection.</p> <p>2 MR. COLLINS: I start with that because</p> <p>3 in ultimately laying out the approval of the rules</p> <p>4 and the procedure for the meeting, I thought it</p> <p>5 was important for the board to know the scope and</p> <p>6 subject matter that brings us here.</p> <p>7 There are standard operating procedures</p> <p>8 for the board. Those are identified in Section 13</p> <p>9 of its procedures. Included in that is that any</p> <p>10 time the board may ask questions during that</p> <p>11 process. The board has used that procedure, but</p> <p>12 it's typically in instances of variances as</p> <p>13 opposed to appeals, and we typically have a</p> <p>14 smaller audience for public comment or interested</p> <p>15 parties. So we do have the agenda item to</p> <p>16 consider approval of rules and procedures.</p> <p>17 I just want to clarify before we get</p> <p>18 into that a little bit deeper that the agenda does</p> <p>19 provide for public comment, and public comment is</p> <p>20 an opportunity that has largely wide latitude for</p> <p>21 members of the public to speak and make comment.</p> <p>22 It is by Madison Ordinance 33.01(9)(e) typically a</p> <p>23 three-minute process.</p> <p>24 We also have a process built in for</p> <p>25 interested parties to actually speak on an agenda</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 11</p> <p>1 clarification I want to make when we get there,</p> <p>2 but just to lay out what the parties have</p> <p>3 presented to the board, they would intend to, once</p> <p>4 we get to the agenda item, have Edgewood have 40</p> <p>5 minutes to present. This can include statements</p> <p>6 of individuals Edgewood wishes the board to</p> <p>7 consider as part of its presentation.</p> <p>8 Second, we would have the City have 40</p> <p>9 minutes to present the same, including individual</p> <p>10 statements.</p> <p>11 The third will be Edgewood's rebuttal,</p> <p>12 and time would be any time reserved by Edgewood</p> <p>13 after the 40 minutes. So if they wanted to use 35</p> <p>14 minutes for the case in chief in presentation,</p> <p>15 they could save, for example, five minutes for</p> <p>16 rebuttal. The amount of time would be up to</p> <p>17 Edgewood.</p> <p>18 Item 4 is the one I wanted to address.</p> <p>19 The parties have identified that as public</p> <p>20 comment, but based upon the structure of the</p> <p>21 agenda having public comment as its own agenda</p> <p>22 item, I would inquire the parties whether they</p> <p>23 would have any objection to making that the</p> <p>24 opportunity for interested parties to present for</p> <p>25 three minutes after we've heard public comment,</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 10</p> <p>1 item; however, when an interested party is</p> <p>2 speaking on an agenda item, it is really narrower</p> <p>3 in scope and subject to the actual issue that</p> <p>4 brings us here today; very specifically, the</p> <p>5 appeal from the two notices. And so not knowing</p> <p>6 who may identify themselves as an interested party</p> <p>7 versus a member of the public who wants to make</p> <p>8 comment, as I stated at the onset, people have to</p> <p>9 fill out the blue slip to speak, and if it's a</p> <p>10 general statement, it may be something that falls</p> <p>11 square within public comment. I'm not going to</p> <p>12 make that determination, but if someone is</p> <p>13 speaking as an interested party, they must</p> <p>14 understand the scope is narrow to the issue that</p> <p>15 brings us here today.</p> <p>16 I said already we will have public</p> <p>17 comment after we address rules and procedures and</p> <p>18 also disclosure and recusals, and then finally</p> <p>19 we're to the agenda item. We do, though, based</p> <p>20 upon my understanding have a stipulation by the</p> <p>21 parties largely for the procedure that they would</p> <p>22 like us to follow today; is that correct?</p> <p>23 MR. STRANGE: That's correct.</p> <p>24 MR. LEE: That's correct.</p> <p>25 MR. COLLINS: And there's one point of</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 12</p> <p>1 and we can get to that in a moment, but continuing</p> <p>2 the rest of the part that is identified as a</p> <p>3 stipulation, Edgewood would have a ten-minute</p> <p>4 response to public comments, if any, for the</p> <p>5 comments of interested parties if we go that</p> <p>6 route. The City would respond to public comments</p> <p>7 or those statements of any interested party for up</p> <p>8 to ten minutes.</p> <p>9 We would then have Edgewood's response</p> <p>10 to the City, which would essentially serve as</p> <p>11 rebuttal. That would be any time reserved from</p> <p>12 the ten minutes, and then ultimately, we would</p> <p>13 proceed with the Zoning Board of Appeals'</p> <p>14 discussion, deliberation, and decision.</p> <p>15 Leaving aside for a moment the public</p> <p>16 comment, did I state the stipulation correctly for</p> <p>17 both parties?</p> <p>18 MR. LEE: You did, Commissioner.</p> <p>19 MR. STRANGE: Yes.</p> <p>20 MR. COLLINS: And with respect to the</p> <p>21 public comment versus the designation of</p> <p>22 interested parties, I know you're just getting</p> <p>23 this for the first time, but what are thoughts in</p> <p>24 terms of whether there's a stipulation or how we</p> <p>25 could quantify or clarify that role or purpose?</p>

Transcript of Proceedings, 7-11-19	Page 13	Transcript of Proceedings, 7-11-19	Page 15
<p>1 MR. STRANGE: I guess I would want to</p> <p>2 know what the difference would be in terms of the</p> <p>3 practical difference. Are you talking about still</p> <p>4 keeping them at three minutes or --</p> <p>5 MR. COLLINS: Yes.</p> <p>6 MR. STRANGE: So how would we -- how are</p> <p>7 you proposing that we would split that up?</p> <p>8 MR. COLLINS: Well, we have an agenda</p> <p>9 item for public comment, and so I just have some</p> <p>10 reservation, although we do have the authority to</p> <p>11 amend, sort of embedding one agenda item within</p> <p>12 the other. And so public comment is generally</p> <p>13 viewed as a broad process where people could speak</p> <p>14 about anything; whereas, an interested party --</p> <p>15 and that term isn't defined by statute or code,</p> <p>16 but it would be more of a term of art that it</p> <p>17 would be someone really speaking to the crux of</p> <p>18 the appeal itself.</p> <p>19 MR. STRANGE: I personally would view</p> <p>20 those as one and the same. As long as they're --</p> <p>21 as long as they're getting three minutes, it would</p> <p>22 be fine with me if they go. I don't -- I don't</p> <p>23 put any -- necessarily designate them one way or</p> <p>24 the other.</p> <p>25 MR. COLLINS: Okay.</p>		<p>1 early in the agenda for people who have something</p> <p>2 they want to speak about which may not be on the</p> <p>3 agenda but they feel should be brought to the</p> <p>4 attention of the board as opposed to people who</p> <p>5 want to speak to a specific item on the agenda,</p> <p>6 and our tradition and other commissions'</p> <p>7 traditions have always -- let's see. My light is</p> <p>8 flashing.</p> <p>9 MR. COLLINS: You're time's expired.</p> <p>10 MR. OSTLIND: Having some technical</p> <p>11 difficulties up here. Our tradition has always</p> <p>12 been to have the -- the party who is asking for an</p> <p>13 item for approval to speak and present, and then</p> <p>14 we would entertain comments from anybody who</p> <p>15 wished to speak to that particular item as -- as</p> <p>16 separate from what we have on the agenda for the</p> <p>17 general comment, and I would -- I would suggest</p> <p>18 that we follow that general procedure by having</p> <p>19 presentation on the actual item and defining what</p> <p>20 the item is and then move on to comments from the</p> <p>21 audience.</p> <p>22 MR. COLLINS: Do either parties have any</p> <p>23 objection to what Peter's proposing? Essentially,</p> <p>24 public comment would be the opportunity for people</p> <p>25 to speak on items unrelated to the agenda item.</p>	
Transcript of Proceedings, 7-11-19	Page 14	Transcript of Proceedings, 7-11-19	Page 16
<p>1 MR. LEE: I agree with Attorney Strange.</p> <p>2 Again, I -- I want to make sure I understand what</p> <p>3 you're proposing, Mr. Collins. I view the -- you</p> <p>4 see that I have some reservation about what you</p> <p>5 call embedding public comment within kind of the</p> <p>6 parties' main presentations, and one of the things</p> <p>7 Mr. Strange and I talked about earlier today was</p> <p>8 that this is -- you know, obviously, there's a lot</p> <p>9 of people here, and the issue, we think, is fairly</p> <p>10 narrow. It's about the interpretation of -- of,</p> <p>11 you know, interpretations of zoning ordinances and</p> <p>12 a little Federal law sprinkled in.</p> <p>13 What we were hoping is that the parties</p> <p>14 can go first, and then open up to public comment,</p> <p>15 frankly, just so we're not here until, you know,</p> <p>16 1:00 in the morning about stuff beyond the scope</p> <p>17 of what the board is considering.</p> <p>18 So -- but I agree with Attorney Strange</p> <p>19 that the interested parties are welcome to speak</p> <p>20 in the public comment portion of the proceedings</p> <p>21 as far as Edgewood is concerned.</p> <p>22 MR. COLLINS: Does the board have any</p> <p>23 comment?</p> <p>24 MR. OSTLIND: Yeah. I think it has been</p> <p>25 our procedure that we -- we have a public comment</p>		<p>1 So if they had a question about board procedure or</p> <p>2 they wanted to talk about how soon notice is</p> <p>3 given, but when we get to the agenda item, we</p> <p>4 won't make the distinction between public comment</p> <p>5 and interested party. We'll interpret that</p> <p>6 broadly.</p> <p>7 MR. LEE: I understood as long as the</p> <p>8 public commentary isn't going to be used to talk</p> <p>9 about, you know, like, lights and sound systems</p> <p>10 and stuff like that. If anybody's commenting on</p> <p>11 that, they can talk about it, you know, later</p> <p>12 after the parties have presented.</p> <p>13 MR. STRANGE: That's fine. I'm not --</p> <p>14 just as a -- to hazard a guess, I'm not sure</p> <p>15 there's anybody here to talk about anything other</p> <p>16 than the actual agenda items. As a practical</p> <p>17 matter, I don't think it's a big deal.</p> <p>18 MR. COLLINS: One of the most critical</p> <p>19 issues for the board is to make sure that each</p> <p>20 party gets the process that is due and fair. So</p> <p>21 if both parties are stipulating to this procedure,</p> <p>22 I will entertain a motion to adopt. And just to</p> <p>23 repeat, we would leave public comment in its</p> <p>24 place, but the understanding would be that on the</p> <p>25 agenda item, that is to talk about items</p>	

Transcript of Proceedings, 7-11-19	Page 17	Transcript of Proceedings, 7-11-19	Page 19
<p>1 independent and separate from the petition that</p> <p>2 brings us here today. We would then follow</p> <p>3 Edgewood having 40 minutes. A portion of that</p> <p>4 could be saved for rebuttal; the City having</p> <p>5 40 minutes. Edgewood would then have the rebuttal</p> <p>6 time reserved.</p> <p>7 The fourth item would be public comment</p> <p>8 and interested parties to speak about the agenda</p> <p>9 item. Edgewood would have a ten-minute response.</p> <p>10 The City would have a ten-minute response.</p> <p>11 Edgewood would have a rebuttal of any time</p> <p>12 reserved from that ten minutes before the zoning</p> <p>13 board goes into discussion, deliberation, and</p> <p>14 decision.</p> <p>15 Is that acceptable to both sides?</p> <p>16 MR. LEE: Yes.</p> <p>17 MR. STRANGE: Yes.</p> <p>18 MR. COLLINS: Is there a motion?</p> <p>19 MR. OSTLIND: I'll so move.</p> <p>20 MS. BERENYI: Second.</p> <p>21 MR. COLLINS: The motion has been made</p> <p>22 by Peter and seconded by Allie. Is there any</p> <p>23 further discussion? All those favor, say, "Aye."</p> <p>24 BOARD MEMBERS: Aye.</p> <p>25 MR. COLLINS: Any opposed, say, "Nay."</p>		<p>1 the public comment portion of the proceedings.</p> <p>2 And again, this is comments unrelated to the</p> <p>3 agenda item. Are there any public comments?</p> <p>4 Hearing none and seeing no one come</p> <p>5 forward, there are no public comments. So we will</p> <p>6 now move to the next item on the agenda, petition</p> <p>7 for the variance area, exception, or appeal. And</p> <p>8 before we do one thing on the procedural front, we</p> <p>9 would typically as a board ask questions</p> <p>10 throughout the proceeding. I don't know if we</p> <p>11 squarely addressed that. That is our typical</p> <p>12 practice.</p> <p>13 I don't know if it requires an amendment</p> <p>14 to the procedure as much as a point of</p> <p>15 clarification about what the board's would be. Do</p> <p>16 both parties understand?</p> <p>17 MR. LEE: Yes.</p> <p>18 MR. STRANGE: Yes.</p> <p>19 MR. COLLINS: And another issue perhaps</p> <p>20 we should address is whether there's any mechanism</p> <p>21 to extend any of the time or whether we will hold</p> <p>22 tight to that, but we may have to wait to see the</p> <p>23 duration of public comments and how much time is</p> <p>24 offered, but right now we are at the ten-minute</p> <p>25 rebuttal or response time, and we intend to stick</p>	
Transcript of Proceedings, 7-11-19	Page 18	Transcript of Proceedings, 7-11-19	Page 20
<p>1 The motion carries by a vote of 4 to</p> <p>2 3 -- 4 to 0. Sorry. The night has begun.</p> <p>3 So we next move to disclosures and</p> <p>4 recusals. One potentially difficult part here is</p> <p>5 we don't know who all the speakers are. With the</p> <p>6 size, it's quite possible that some of us may</p> <p>7 later discover that we know some of the speakers,</p> <p>8 but at this time under the agenda item for</p> <p>9 disclosures and recusals, does anyone have</p> <p>10 anything to provide?</p> <p>11 The one item I would add is -- or</p> <p>12 disclose is that on pages 6 and 16 of Edgewood's</p> <p>13 application, they identified the Monroe Street</p> <p>14 Farmer's Market, which I believe uses a parking</p> <p>15 lot adjoining or next to the stadium. I've</p> <p>16 attended that from time to time. I don't believe</p> <p>17 having been to the farmer's market would -- would</p> <p>18 provide any conflict, but I just simply offer that</p> <p>19 in -- in the interest of transparency.</p> <p>20 MR. LEE: Edgewood has no objection to</p> <p>21 you participating in this proceeding on those</p> <p>22 grounds. And then my own point of order, I have</p> <p>23 five forms that I should probably put in comments.</p> <p>24 Is that okay? May I approach, Ms. Kelso?</p> <p>25 MR. COLLINS: Well, we'll now move to</p>		<p>1 to that unless we all can agree over this issue.</p> <p>2 MR. OSTLIND: Just to clarify our asking</p> <p>3 questions session, we would wait until each of the</p> <p>4 initial parties make the full presentation. The</p> <p>5 time clock is stopped then, and then we would</p> <p>6 start asking questions and adding up the time with</p> <p>7 those. Is that what you would expect?</p> <p>8 MR. STERETT: Yeah. I -- in other</p> <p>9 words, your questions won't cut into either</p> <p>10 presentation in terms of the 40 minutes allotted?</p> <p>11 Is that my understanding?</p> <p>12 MR. STRANGE: I assume they won't, but</p> <p>13 I'm fine either way.</p> <p>14 MR. COLLINS: Again, the most critical</p> <p>15 issue is to give you guys the process due. Since</p> <p>16 we didn't clarify that point earlier, we would</p> <p>17 want to respectively give you the full amount of</p> <p>18 time we have voted on. If you finish in 20</p> <p>19 minutes, I'm sure we would have questions that</p> <p>20 might continue and extend.</p> <p>21 MR. LEE: I believe it's to the</p> <p>22 discretion of the board. I'm fine with what you</p> <p>23 proposed in letting us, you know, take our -- the</p> <p>24 allotted time we want in our opening portion and</p> <p>25 then stop the clock, you ask us questions, and</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 21</p> <p>1 move to the City when you're done with the 2 questions. That's fine. 3 MR. COLLINS: Anything else? All right. 4 We will then move into item number 56510, a 5 hearing on Edgewood High School's appeal. 6 Edgewood appeals the decision of the zoning 7 administrator in regards to Madison General -- 8 MR. OSTLIND: We're all flashing here. 9 MR. COLLINS: We do have a second 10 recording device. Can people in the back hear me, 11 though? Okay. I guess it's back on. I will 12 start again. 13 We're now going to address Item 56510, a 14 hearing of Edgewood High School appeal. Edgewood 15 appeals the decision of the zoning administrator 16 in regards to Madison General Ordinance section 17 number 28.09(7) relevant to a property at 2219 18 Monroe Street in the City of Madison, Dane County, 19 Wisconsin. 20 Edgewood appeals the City of Madison's 21 official notices dated April 1st, 2019, and 22 May 15th, 2019. The parties have already 23 previously agreed that that is the basis that 24 brings us here today. We will then move, if there 25 are no objections to how I presented the case, to</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 23</p> <p>1 MR. COLLINS: Would you like us to have 2 that now or wait until the start of your 3 presentation? 4 MR. LEE: You can hand it out now. 5 MR. STRANGE: I guess while we're at it, 6 I'll hand out mine too. 7 MR. COLLINS: All right. Please make 8 sure that any copy of materials does go into the 9 official record. Do we have an extra binder? And 10 do you also have -- do you have the submission 11 from the City? 12 THE REPORTER: I have some documents 13 already. I don't know what they are yet. 14 MR. STRANGE: So Nancy should be keeping 15 the official record. 16 MR. COLLINS: All right. 17 MR. STRANGE: This is the court reporter 18 that was -- 19 MR. COLLINS: Got it. Sorry about that. 20 For that clarification, Nancy does have the 21 binder, does have the City submission, does have 22 the two official notices. She's keeping the 23 written public comment that will be read during 24 the public comment period, the brief from the 25 neighbor's association or neighbor's rather, not</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 22</p> <p>1 Edgewood's 40 minutes of time. 2 And before we do that, I just want to 3 make sure that everyone has the complete record. 4 The board was provided with both Edgewood and the 5 City of Madison's response; but tonight, one of 6 the speakers did submit materials. We also have, 7 I believe, two e-mails, and the City does have 8 copies of the two official notices for the 9 parties -- for the board, rather. 10 MS. KELSO: I did receive a public 11 comment at check-in. I only have one copy at the 12 moment. 13 MR. COLLINS: Just so everyone could 14 hear that, we have one public comment submitted at 15 check-in -- or I should say written statement. 16 We -- maybe during the public comment time, we 17 could read that into the record. 18 We'll just take a moment before 19 Edgewood's presentation. I want to make sure we 20 have your full and undivided attention. So we'll 21 pass out the materials. I would ask the board to 22 take what time they need and then give Edgewood 23 its full attention when it's presented. 24 MR. LEE: And Edgewood's going to pass 25 out a binder with some information too as well.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 24</p> <p>1 association, and two e-mails. 2 MS. KELSO: Yes. 3 MR. COLLINS: Okay. Nancy does now have 4 the complete record. I'm just going to give 5 everyone a moment to get their paperwork in order 6 so that we can have our undivided attention to the 7 parties when they are presenting. If we could 8 just take a moment. Does anyone on the board need 9 additional time? 10 Okay. Hearing none, we are just about 11 ready to proceed. I do see that there are some 12 large printouts that it appears Edgewood has 13 presented, but they are included in the tab, 14 Edgewood Demonstratives, I believe. So the 15 record's complete? 16 MR. LEE: That's correct. We put those 17 in the back of our binders in the event it was 18 difficult to see the placards which are behind 19 Commissioners Jenkins, Klehr, and Ostlind. 20 MR. COLLINS: So the placards -- or the 21 materials in the binder, rather, are an accurate 22 copy of the placards? 23 MR. LEE: I'll attest that they are. 24 MR. COLLINS: Okay. All right. I think 25 you have 40 minutes. Do you want to reserve any</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 25</p> <p>1 for rebuttal at this time, or do you want to wait 2 until at the end of your time? 3 MR. LEE: I'll reserve five minutes for 4 rebuttal. Thank you. 5 MR. COLLINS: Edgewood has reserved five 6 minutes for rebuttal. So it has 35 minutes. 7 MS. KELSO: Okay. 8 MR. COLLINS: You may begin. 9 MR. LEE: Thank you. Good evening to 10 the commissioners. My name's Matthew Lee. I'm an 11 attorney with the law firm of Foley & Lardner here 12 in Madison. 13 With us today representing 14 Edgewood High School Sacred Heart is my 15 colleagues, Katie Rist and Kevin LeRoy, 16 Foley & Lardner. Sitting next to me is 17 Noel Sterett, Dalton & Tomich in Rockford; and 18 also here today is Nathan Wautier of Reinhart 19 Boerner Van Deuren. 20 Commissioners, we're not here to 21 interpret the zoning code. This case is about 22 fairness. It's about equality, and it's about 23 religious liberty and equity. 24 Earlier this year, the City of Madison's 25 zoning administrator, Matt Tucker, issued notices</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 27</p> <p>1 maybe the chair he's in -- and try to explain to 2 you why playing a girl soccer game on a soccer 3 field in Madison in 2019 was illegal. Well, the 4 notices of violation are baseless, and the Court 5 should rescind them tonight. The City's actions 6 are not only contrary to the zoning ordinances 7 themselves, but also violate the Federal Religious 8 Land Use and Institutionalized Persons Act, also 9 known as RLUIPA. 10 That law requires that local 11 authorities, including this board, treat religious 12 institutions like Edgewood on equal terms and by 13 the same standards as nonreligious institutions 14 and prohibit City authorities, again, including 15 the board, from imposing land use regulations that 16 unduly burden religious exercise. I will speak to 17 the zoning issue, and Attorney Sterett will speak 18 to the RLUIPA indications in the City's actions. 19 Now, the institution now known as 20 Edgewood High School was established at its 21 current Monroe Street location in 1881 by the 22 Sisters of the Sinsinawa Dominican Order. Over 23 the years, it has grown. It's become more 24 diverse. It has modernized its facilities and its 25 education model, but in 138 years, its mission has</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 26</p> <p>1 of violation, two notices of violation against 2 Edgewood High School allegedly for violating the 3 City's zoning ordinances multiple times between 4 March and May of 2019. Edgewood's grave sin was, 5 "Holding" -- and I quote from the violations 6 themselves -- "athletic contests on the athletic 7 field on its property." 8 The first notice of violation was issued 9 for a girls soccer game played in the middle of 10 the afternoon. The other violations were 11 apparently, I believe, a combination of girls 12 soccer games and track meets. 13 Let's step back and think about that at 14 this particular moment in history. Four days ago, 15 the United States women's national team won the 16 World Cup for the second time in a row and the 17 fourth time in its history. They are the talk of 18 the world. They are the toast of the world. They 19 are on top of the world, and, yet, earlier this 20 year, the zoning administrator for the City of 21 Madison issued notices of violation deeming it 22 illegal to play a girls soccer game on a soccer 23 field on Edgewood High School's campus. 24 In a few minutes, the zoning 25 administrator is going to sit in this chair --</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 28</p> <p>1 never changed: To educate the whole student -- 2 the whole student for a life of learning, service, 3 and personal responsibility through a rigorous 4 academic curriculum that embraces the Sinsinawa 5 Dominican values of truth, compassion, justice, 6 community, and partnership. 7 Edgewood's place in the heart of Madison 8 is central to its identity. It is a Madison 9 institution. It is proud to be a Madison 10 institution. It has a strong presence and is as 11 much a staple of our city as any other Madison 12 institution. For generations, Edgewood has 13 educated the children of the Greenwich 14 Neighborhood, the Vilas Neighborhood, the West 15 Portland Neighborhood, Dudgeon-Monroe, Nakoma; and 16 that's just the near-west side. 17 Families from all over the city, 18 suburbs, the outlying communities, even outlying 19 counties have sent their kids to Edgewood for 20 generations. 21 Also central to Edgewood's identity is 22 athletic excellence. Edgewood has played and 23 excelled in interscholastic sports since at least 24 1920s, and one of the primary places it has done 25 so is right on its own campus on Monroe Street, on</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 29</p> <p>1 the field that is the center of the controversy. 2 I would invite you to turn around and 3 look at the placards on the far right. If you 4 would prefer to look at the first page in your 5 binder, that would be fine as well. I've included 6 a short timeline of sort of the critical moments 7 in the history of Edgewood athletics. 8 As you can see, the Dominican Sisters of 9 the Sinsinawa founded what became known as 10 Edgewood High School in 1881, 138 years ago. It 11 is the oldest by several decades of the current 12 Madison high schools. 13 Edgewood High School of the Sacred Heart 14 officially opened in 1927, which was the same year 15 that the athletic field, which you can see on the 16 placard immediately to the left of the timeline, 17 was created. Three years later in 1930, the new 18 football field was consecrated by Father Leo and 19 in front of the whole student body and faculty. 20 The field's been there longer than the 21 gymnasium, the Earl J. Wilke Gymnasium. The field 22 has gone through several renovations, the first 23 major one being in 1975 when they renovated the 24 track and then in 1999, bleachers for spectators 25 were added to the athletic field for the first</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 31</p> <p>1 its athletic field in 2015 to redo the track and 2 install new field turf and a scoreboard; and it 3 continues to use the field for athletic contests 4 today. Nothing has changed in 90 years. 5 I can think of few things that should be 6 less controversial than high school students 7 playing sports competitively against other schools 8 on their own field and on athletic facilities on 9 its own campus. All the other area high schools 10 as well as UW-Madison do this all the time. For 11 90 years, so did Edgewood; therefore, it's 12 troubling and unfair that the City's chosen to 13 single Edgewood out for this poor treatment. The 14 question Edgewood has is: What is the City really 15 accomplishing by taking this position, the 16 position that Edgewood can't play its games on its 17 field? The City is preventing kids from playing 18 games on the field at their high school. That's 19 what this dispute is about. 20 The City chose to single out the only 21 religious high school in the City for adverse 22 treatment in March through May of this year, and 23 ever since then, they've been searching for 24 justification to justify the discriminatory 25 actions.</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 30</p> <p>1 time. They used to sit on a hill sloping down 2 toward the field. That's where the -- that's 3 where the spectators would sit. Before, in the 4 parking lot. In 1999, they got the bleachers. 5 We note on there that 19 -- from 1990 to 6 today, multiple recorded football games, boys and 7 girls soccer games, track meets, lacrosse games, 8 etc. were played at the athletic field. The only 9 reason we have it as 1990 to today is because one 10 of our witnesses, Chris Zwettler, who is our 11 athletic director, 1990 is about the time when he 12 started. So that's with his own personal 13 knowledge, but the field has been used for 14 athletics since 1927. In fact, we have a picture 15 on the far left here. I believe it's fourth -- 16 it's fourth page in the printed version of a 17 football game being played here in 1930. Leather 18 helmets playing on the green field. 19 Edgewood was using the field for 20 athletic contests when the campus-institutional 21 zoning code went into effect in 2013 -- on January 22 2nd, 2013. It was using it when Edgewood 23 voluntarily adopted the master plan in April of 24 2014, which the City approved. It was still using 25 the field for athletic contests when it upgraded</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 32</p> <p>1 Now, as you read in the City's brief, 2 the one they settled on is found in 3 General Ordinance 28.097(10), and that provision 4 states that Plan Commission approval is required 5 to change the proposed use of an open space area 6 identified in a campus master plan. 7 Well, as demonstrated by -- by our 8 demonstrative timeline and as you'll hear from 9 Coach Zwettler in a few minutes, Edgewood's not 10 proposing to change the use of anything. 11 Edgewood's been using its field in the same way 12 for 90 years, at least 90 years. That's longer, 13 I'm willing to wager, than anybody in this room 14 has been alive. Apologies to anybody who is 15 92 years or older in the room. 16 Now, the open space at issue is 17 identified in the campus master plan as an 18 athletic field or a recreational space. Turn to 19 Section 3.8 of the master plan, which we've 20 printed and put in the binder. Oh, I'm sorry. 21 That's the UW master plan. Wrong binder. 22 Section 3.8 of the Edgewood master plan, which I 23 believe was provided by the City. This is going 24 to be on the seventh page of the City's handout. 25 If everyone's there, I'll continue.</p>

Transcript of Proceedings, 7-11-19	Page 33	Transcript of Proceedings, 7-11-19	Page 35
<p>1 Section 3.8 of the Edgewood campus</p> <p>2 master plan notes -- about halfway down, it states</p> <p>3 that, "The following list accompanies the open</p> <p>4 spaces diagram and describes current open spaces</p> <p>5 shown on that site plan." Those open spaces:</p> <p>6 "Athletic field owned by Edgewood High School used</p> <p>7 for team practices, physical education."</p> <p>8 You have the full master plan. I'm</p> <p>9 happy to pass this around. The open spaces</p> <p>10 diagram, which is an exhibit to the master plan,</p> <p>11 identifies the large field, the field at the</p> <p>12 center of this controversy, as being used for</p> <p>13 athletic fields and recreation space. It says it</p> <p>14 right there on the master plan, "We use it as an</p> <p>15 athletic field and as a recreational space." And</p> <p>16 then in Section 3.8, we added reasoning for</p> <p>17 practice and providing class.</p> <p>18 So as you can see, nothing's changed.</p> <p>19 We're using it as an athletic field. Edgewood was</p> <p>20 using it as an athletic field and a recreational</p> <p>21 space in 1927. We were using it as an athletic</p> <p>22 field and a recreational space in 1975. It was</p> <p>23 using it as an athletic field and a recreational</p> <p>24 space in 1999 when they added bleachers. It was</p> <p>25 using it as an athletic field and a recreational</p>		<p>1 institutions -- other ins -- thank you. I'll</p> <p>2 start over.</p> <p>3 Section 28.097(3)(b) lists allowed uses</p> <p>4 for a C-I -- C-I District property, including</p> <p>5 outdoor and indoor sports and recreational</p> <p>6 facilities, which the field is; stadiums,</p> <p>7 auditoriums, and arenas open and enclosed, which</p> <p>8 the field is; and other uses related to the</p> <p>9 institution's primary mission, which the field</p> <p>10 undoubtedly is.</p> <p>11 The ordinance could not be clearer. The</p> <p>12 C-I District entity gets to use its open space for</p> <p>13 any of these purposes. There are no qualifiers</p> <p>14 that would curb that basic use right. Edgewood</p> <p>15 is, therefore, entirely within its right to play</p> <p>16 games on its athletic field, because let's be</p> <p>17 honest, what else do you use an athletic for -- an</p> <p>18 athletic field for more primarily than to play</p> <p>19 games on and to compete on?</p> <p>20 Specifically, athletic contests are</p> <p>21 undoubtedly related to Edgewood's mission. It's</p> <p>22 stated right in its mission statement, to educate</p> <p>23 the whole person, and you'll hear from our</p> <p>24 witnesses exactly how Edgewood does that and how</p> <p>25 Edgewood Athletics does that.</p>	
Transcript of Proceedings, 7-11-19	Page 34	Transcript of Proceedings, 7-11-19	Page 36
<p>1 space both before and after the master plan was</p> <p>2 adopted, and it continues to do so today.</p> <p>3 So as you can see, the City's</p> <p>4 justification for requiring Edgewood to go through</p> <p>5 Plan Commissioner approval to use its athletic</p> <p>6 field as an athletic field to play competitive</p> <p>7 games is not an issue. Subsection 10 is out. It</p> <p>8 doesn't apply. There is no proposed change in</p> <p>9 use; rather, the issue before us today is whether</p> <p>10 the Campus-Institutional District, the</p> <p>11 C-I District, requires the master plan to obtain</p> <p>12 an exhaustive list of all illustrative activities</p> <p>13 that could possibly be conducted in an open space</p> <p>14 on campus, and answer is a resounding no. I'll</p> <p>15 briefly walk you through the ordinances to support</p> <p>16 this position.</p> <p>17 Section 28.091(1) states that all the</p> <p>18 uses allowed within the Campus-Institutional</p> <p>19 District are listed separately in Section 28.097.</p> <p>20 You go down to 27.097(3)(b), it lists allowed uses</p> <p>21 as either primary or secondary, and the allowed</p> <p>22 secondary uses include the following: Indoor and</p> <p>23 outdoor sports and recreational facilities,</p> <p>24 stadiums, auditoriums and arenas -- now I'm having</p> <p>25 audio issues -- and other uses related to the</p>		<p>1 Now the City's primary -- other primary</p> <p>2 argument is that master plans can govern use.</p> <p>3 Edgewood's position is that master plans only</p> <p>4 govern development, not use. If you look at the</p> <p>5 definition of -- if you look at the stated purpose</p> <p>6 of the creation of a C-I District, it's to</p> <p>7 encourage the preparation of the campus master</p> <p>8 plans that enable adjacent neighborhoods to</p> <p>9 understand the levels of developments being</p> <p>10 proposed. There is no mention of uses in the</p> <p>11 purpose of creating the C-I District, and there is</p> <p>12 no mention of uses in -- in the purpose of the</p> <p>13 creation of master plans, and this was on display</p> <p>14 when the Edgewood master plan was initially</p> <p>15 approved.</p> <p>16 The Plan Commission staff made</p> <p>17 absolutely no mention of uses anywhere in their</p> <p>18 March 24th, 2014 staff report, and not one</p> <p>19 question was asked about uses at the</p> <p>20 Plan Commission meeting approving the master plan.</p> <p>21 And the reason for this is that master plans were</p> <p>22 never intended to govern every single potential</p> <p>23 activity that takes place on a particular portion</p> <p>24 of a property. Section 28.097(5) states what must</p> <p>25 be in a master plan before it can be approved,</p>	

Transcript of Proceedings, 7-11-19	Page 37	Transcript of Proceedings, 7-11-19	Page 39
<p>1 which includes, among other things, a description</p> <p>2 of existing conditions on the campus and a</p> <p>3 proposed condition on the master plan. It</p> <p>4 includes existing land uses and buildings. It</p> <p>5 includes future land uses and buildings, but what</p> <p>6 it does not say is that you have to include an</p> <p>7 exhaustive list of every activity you plan to do</p> <p>8 on the property.</p> <p>9 If it said that, a master plan would be</p> <p>10 a thousand pages long, 2,000 pages long. The idea</p> <p>11 of a master plan is to make it easier, not harder,</p> <p>12 for a C-I District entity to develop its property,</p> <p>13 and to add that requirement where the ordinance</p> <p>14 doesn't require it would completely frustrate that</p> <p>15 purpose.</p> <p>16 Edgewood's master plan complies with</p> <p>17 Section 289.097(5). We just went through it.</p> <p>18 Section 3.8, the open spaces diagram, identifies</p> <p>19 the athletic field as an athletic field used as an</p> <p>20 athletic field and for recreational purposes, and</p> <p>21 as illustrative activities, it lists practice and</p> <p>22 phy-ed class.</p> <p>23 Now, let's take -- let's take the City's</p> <p>24 interpretation and apply it to the UW master plan,</p> <p>25 which I have provided -- provided for you.</p>		<p>1 tournament there. Those are activities that are</p> <p>2 not listed in the master plan. So under the</p> <p>3 City's interpretation, they must be banned.</p> <p>4 The Near West Fields, the Near East</p> <p>5 Fields, the University Bay Fields, they're all</p> <p>6 listed as having a use of recreation fields, or</p> <p>7 they don't have a listed use at all in the case of</p> <p>8 the University Bay Fields. There's no mention of</p> <p>9 athletic competitions being held on those fields,</p> <p>10 no mention of -- of -- of practices, no mention of</p> <p>11 the lacrosse games, the rugby games, the</p> <p>12 Ultimate Frisbee games that many people in this</p> <p>13 room might have played on those fields.</p> <p>14 No mention of those activities at all.</p> <p>15 The last example I'll give is the</p> <p>16 Union Terrace at the Memorial Union. The</p> <p>17 Union Terrace at the Memorial Union is described</p> <p>18 in the UW master plan with the following use:</p> <p>19 Indoor and outdoor places for people to gather and</p> <p>20 exchange ideas with a focus on Lake Mendota. It's</p> <p>21 also described as a social club. Well, what's not</p> <p>22 listed in this master plan? There's no mention of</p> <p>23 wedding receptions, which are held almost every</p> <p>24 Saturday. There's no mention of concerts, live</p> <p>25 music on Friday and Saturday nights. Absolutely</p>	
Transcript of Proceedings, 7-11-19	Page 38	Transcript of Proceedings, 7-11-19	Page 40
<p>1 Because of time concerns, I'm going to whip</p> <p>2 through these quickly, but I'll give you citations</p> <p>3 for them.</p> <p>4 The University of Wisconsin's master</p> <p>5 plan mentions a natatorium, and for uses for the</p> <p>6 natatorium it lists on page 126 and 137</p> <p>7 recreational facility and rec sports. What it</p> <p>8 doesn't list are swim meets, competitive swim</p> <p>9 meets, the WIAA State Swim Meet, diving</p> <p>10 competitions, and weightlifting. It doesn't</p> <p>11 mention any of those activities.</p> <p>12 On the City's definition -- on the</p> <p>13 City's interpretation of the zoning code, all of</p> <p>14 those activities would be barred because they're</p> <p>15 not specifically set out in the master plan,</p> <p>16 UW-Madison's master plan.</p> <p>17 The Goodman Softball Complex is listed</p> <p>18 on page 72 of the master plan as the Goodman</p> <p>19 softball practice facility. Calls it a practice</p> <p>20 facility. It makes no mention that they play</p> <p>21 games at the Goodman softball facility. So I</p> <p>22 guess the -- all the UW softball games violate the</p> <p>23 C-I District zoning code provisions, and I guess</p> <p>24 that they violated the C-I District zoning code</p> <p>25 provisions when they held the State softball</p>		<p>1 no mention of food, studying, student groups</p> <p>2 meeting, checking out books, reading, hanging out</p> <p>3 with friends, and drink gallons of beer on the</p> <p>4 terrace. No mention of those activities at all.</p> <p>5 In the City's interpretation, those activities</p> <p>6 violate the zoning code.</p> <p>7 So either UW Madison and Edgewood are</p> <p>8 not in violation at all using the general</p> <p>9 descriptions of uses that UW's used and Edgewood</p> <p>10 has used, or we're both in violation of numerous,</p> <p>11 numerous provisions of our master plan. I think</p> <p>12 the board knows which one is the case.</p> <p>13 I'm going to stop now and turn it over</p> <p>14 to our first witness, Madeline Cruz, a recent</p> <p>15 soccer player who -- a recent soccer player from</p> <p>16 Edgewood High School who will discuss the impact</p> <p>17 of the notices of violation on the Edgewood soccer</p> <p>18 team.</p> <p>19 MS. CRUZ: Hi. My name is Madeline</p> <p>20 Cruz, and I'm a 2019 graduate of Edgewood High</p> <p>21 School. I was a four-year varsity soccer player,</p> <p>22 and I also graduated with a 4.0 GPA. I am here</p> <p>23 today to speak on behalf of Edgewood High School</p> <p>24 student athletes. First and foremost, Edgewood</p> <p>25 seeks to develop a person as a whole. Edgewood's</p>	

Transcript of Proceedings, 7-11-19	Page 41	Transcript of Proceedings, 7-11-19	Page 43
<p>1 teachers, coaches, faculty, and staff have helped</p> <p>2 me and many others achieve our goals both on and</p> <p>3 off the field.</p> <p>4 Athletically and academically a student</p> <p>5 is in an environment that encourages them to</p> <p>6 succeed and excel in everything they pursue.</p> <p>7 Soccer was the sport that I pursued, and I was</p> <p>8 able to excel at Edgewood High School. If it</p> <p>9 wasn't for the help of the teachers and the</p> <p>10 support of the coaches to reach my goals, I would</p> <p>11 not be attending the University of</p> <p>12 Wisconsin-Madison next year to play soccer in the</p> <p>13 fall.</p> <p>14 Playing high school soccer was something</p> <p>15 I looked forward to even before I came to</p> <p>16 Edgewood. There is no greater sense of pride than</p> <p>17 putting on your school jersey and standing in the</p> <p>18 middle of your home field saying a prayer</p> <p>19 alongside some of your best friends who are also</p> <p>20 your teammates.</p> <p>21 This year, Edgewood was able to host the</p> <p>22 post-season play. The game we played to go the</p> <p>23 State was on our home field. I still vividly</p> <p>24 remember many students, parents, relatives,</p> <p>25 teachers, and even some neighbors coming out to</p>		<p>1 to us was a man walking around taking photos of us</p> <p>2 during the game. I remember one of our</p> <p>3 14-year-old freshman players coming up to me and</p> <p>4 asking me why an older man was taking photos of us</p> <p>5 surrounding the gate -- surrounding the field.</p> <p>6 Our coaches tried their very best to shield us</p> <p>7 from the many distractions, but it was inevitable</p> <p>8 that our thoughts would make us wonder why so many</p> <p>9 people would go to such great lengths to prevent</p> <p>10 kids from playing a high school soccer game on</p> <p>11 their home field.</p> <p>12 Playing on one's home field is something</p> <p>13 that every student athlete should be able to</p> <p>14 experience regardless of what high school they go</p> <p>15 to, public or private. Nothing can replace what a</p> <p>16 student athlete feels when they defend their home</p> <p>17 field and the sense of school pride that goes with</p> <p>18 that. Even though I graduated from Edgewood High</p> <p>19 School, I hope that the underclassmen as well as</p> <p>20 the students who attend Edgewood in the future are</p> <p>21 able to feel the same sense of pride I felt every</p> <p>22 time I stepped onto my field wearing my school</p> <p>23 jersey. Thank you.</p> <p>24 MR. ZWETTLER: Good evening. My name is</p> <p>25 Chris Zwettler. I'm the athletic director at</p>	
Transcript of Proceedings, 7-11-19	Page 42	Transcript of Proceedings, 7-11-19	Page 44
<p>1 support us. That is because Edgewood is more than</p> <p>2 just a high school. It is a community.</p> <p>3 Community is a Dominican value that</p> <p>4 Edgewood student athletes seek to uphold in every</p> <p>5 competition they play, and I truly believe this is</p> <p>6 why so many individuals and teams succeed at</p> <p>7 Edgewood. I will never forget that game and have</p> <p>8 the opportunity to wear my school colors and play</p> <p>9 on our home field one last time. I hope that the</p> <p>10 underclassmen I was able to with play this year</p> <p>11 get to experience that same sense of pride of</p> <p>12 playing on their home field for years to come.</p> <p>13 The other memory I have from this season</p> <p>14 is an unfortunate one. I remember getting ready</p> <p>15 to warm up on our field as our president, Mike</p> <p>16 Elliott, came to the commodore's entrance. A few</p> <p>17 minutes later, the police showed up and approached</p> <p>18 him. We were then informed that the City and the</p> <p>19 neighborhood association was trying to prevent us</p> <p>20 from playing on our home field at 4:30 in the</p> <p>21 afternoon.</p> <p>22 Trying to stay focused was nearly</p> <p>23 impossible as our minds raced with confusion and</p> <p>24 why people would not let kids to play soccer after</p> <p>25 school on their home field. Even more disturbing</p>		<p>1 Edgewood High School. I just finished my 30th</p> <p>2 year there. I want to thank you, the Zoning Board</p> <p>3 of Appeals, for allowing me to speak tonight. The</p> <p>4 purpose of my talk is to share some facts with you</p> <p>5 about our facilities and some reasons why</p> <p>6 continued use of our facilities is important to</p> <p>7 our school and its mission as a Catholic</p> <p>8 institution.</p> <p>9 Some facts: There has never been a</p> <p>10 point in my tenure at Edgewood High School as</p> <p>11 athletic director in which the high school has not</p> <p>12 hosted athletic contests. Football started</p> <p>13 playing on our fields, as already stated, in the</p> <p>14 1920s and has continued to do so to the present</p> <p>15 date. In fact, in 1994 and '95, we actually held</p> <p>16 varsity games out there.</p> <p>17 Soccer started playing on our field in</p> <p>18 the '80s, and it's continued until the present</p> <p>19 day. We've even played few baseball games on the</p> <p>20 baseball diamond that is in -- was -- used to be</p> <p>21 in the southwest corner of the campus that we had</p> <p>22 groomed in the late '80s. We played some lower</p> <p>23 level games there in the early '90s. We've hosted</p> <p>24 track meets in the late '90s and have continued</p> <p>25 since, including public grade schools as well as</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 45</p> <p>1 parochial grade schools and youth groups, 2 including West Side Track Club and Madison Elite 3 Club to name a few. 4 In 1999, we did a renovation of our 5 field, which included the bleachers of 6 approximately 400 spectators that remains today. 7 As we moved into the early- to mid-2000s, lacrosse 8 and Ultimate Frisbee have also started to play 9 competitions on our field. 10 I feel it's important for me to mention 11 to you right now that prior to 2015, I had never 12 heard of any complaints about any contests that 13 were being played on our field. It is true every 14 once in a while there was a complaint about out 15 early morning powderpuff games during homecoming 16 week. 17 Here are a few reasons why I think it's 18 important for us to continue playing contests on 19 our field. Being on campus strengthens our faith 20 in which athletics is a primary way for Edgewood 21 students to connect with each other and experience 22 the Dominican value of community and partnership. 23 It enhances the total high school experience in 24 which Edgewood athletics provides a unique 25 opportunity to educate, congregate, recreate, and</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 47</p> <p>1 and very open to other people using our facility. 2 Here are a list of some of the groups that are 3 invited daily to use our facility: First of all, 4 our neighbors or anybody else that is going to 5 come over constantly walking, running, kicking a 6 ball, spending quality time and even competing 7 against one another on our field. We open our 8 field early in the morning and daily and lock it 9 up at dusk. Some of the other institutions that 10 have come out and used our field for practices and 11 games include: Verona High School, West High 12 School, Mt. Horeb High School, Oregon High School, 13 the 56ers Soccer -- Soccer Club, the MAYSA Soccer 14 Club, and MAISL, which is the Madison Independent 15 Schools League independently. These are just to 16 name a few. 17 I'll end with this: Regarding the 18 master plan of 2014, of which I was not made a 19 part of or on the committee, I'm convinced there 20 was not an attempt of the committee to not allow 21 any contest to be held on campus. I am sure and 22 truly convinced it was just an oversight. If this 23 was the intent, why did the City approve the 24 school's renovation of the athletic field? Why 25 did they approve a \$35,000 scoreboard to be put</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 46</p> <p>1 celebrate the school values in our own community 2 on campus. 3 Our athletes, parents, and fans are very 4 comfortable and familiar with our campus. 5 Comfortable -- comfort -- comfortability and 6 familiarity breed happiness, and happiness helps 7 breed success. It's kind of like when you host a 8 gathering. When you want to throw a gathering, 9 you don't want to host it in somebody else's 10 house. Being in your own backyard helps to 11 provide a much more welcoming atmosphere. 12 By hosting athletics on its field, 13 Edgewood is able to draw people to its campus and 14 display its values, strengths, and to show what 15 Edgewood is all about to the community. Like the 16 phrase, "If you build it and you have it, they 17 will come." It provides convenience and safety to 18 our athletes, coaches, fans of not only our teams, 19 but for our opponents as well. 20 It's also about equal opportunity for us 21 to be able to play on campus just like all the 22 other educational institutions in Madison do. Why 23 is it okay for Wisconsin, Madison College, and the 24 four Madison public schools to do it, but not us? 25 We also feel like we are very acceptable</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 48</p> <p>1 up? What is the purpose of the scoreboard but to 2 keep score for an athletic contest? We did not 3 specify in our master plan what could be done in 4 our library, our commons, and even our bathrooms, 5 yet I think we all understand the reason for those 6 facilities, and we use them accordingly. 7 I've been around athletics my whole 8 life. I know value of athletics that can be 9 provided in personal life. We all know it's tough 10 times out there and it's tough. The people are 11 having tough times disciplining people, keeping 12 them focused and things like that, and we know 13 athletics can help provide that. 14 In general, we need to end this. We 15 need the police to stop coming to our campus when 16 they have so many more other important things to 17 do that they need to do. We need the pictures of 18 our athletes while they are practicing and 19 competing and the constant surveillance of what we 20 do on our field by our neighbors to please stop. 21 Finally, I feel like I'm a pretty 22 reasonable guy and a kind man at heart, and if I 23 thought for one second that if what has been 24 happening, what we would like to continue to 25 happen was in any way detrimental and/or</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 49</p> <p>1 destroying normal life around our campus in our 2 neighborhood, I would be the first to say that we 3 cannot do it any longer; however, I don't feel 4 that way. I feel that we are carrying on in what 5 would be just a normal high school experience. 6 Thank you for listening to me, and go Crusaders. 7 MR. COLLINS: Edgewood, you have less 8 than a minute left. 9 MR. LEE: So we actually would be happy 10 to take back the five minutes of our time at this 11 point. And so we -- to the extent we have for 12 rebuttal, we can do that for the comment period. 13 If that works for the -- 14 MR. COLLINS: You were entitled to 15 reserve what you wanted. So you can have the full 16 five minutes back if you wish. 17 MS. JONES: Thank you. Good evening. 18 My name is Gwendolyn Jones, and I'm here as a 19 member of the Edgewood High School Board of 20 Trustees. I am a parent of a former Edgewood 21 student, and I'm a member of the greater African 22 American community here in Madison. 23 I'll start with this: My husband Greg 24 and I are and always have been strong proponents 25 of public education, both of us having entered</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 51</p> <p>1 Well, although we are not a Catholic 2 family, Edgewood became the education option for 3 us because it combined the values, ethics, and 4 academic rigor we believed to be important along 5 with the academic programs he wanted. He became a 6 part of the Edgewood graduating class of 2004 and 7 later completed his undergraduate degree at 8 UW-La Crosse in 2008. 9 Today's situation, for me, is even more 10 grim, because as I live and work in this 11 community, I see the ongoing academic 12 underperformance of African American students and 13 other students of color in our Madison public 14 schools. The widely publicized education failure 15 has resulted in a widening achievement gap between 16 white and nonwhite students. I firmly believe 17 that parents and students need a viable, whole 18 student option. That option is Edgewood High 19 School. 20 When I joined this board, it was with 21 the personal mission of impressing upon the 22 Edgewood administration the need to become a more 23 affordable option for students of color, whose 24 futures would benefit from academic rigor in a 25 setting that focused on the whole student, both</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 50</p> <p>1 school in our respective communities after Brown 2 v. Board of Education and during the civil rights 3 era, but in 2000, our oldest child, Matthew, 4 completed his 8th grade education in Madison's St. 5 James Elementary School, and he was set to enter 6 high school. At that time, our family lived in 7 the town of Pleasant Springs, and Stoughton was 8 our home district. 9 Greg and I had a lot of conversation 10 around Madison, and we determined that Stoughton 11 was not an option for our family, and upon open 12 enrollment coming into Madison, we thought, 13 "Great. Other district families like ours can 14 actually attend school in Madison." 15 So we surveyed the Madison Metropolitan 16 School District's high schools and determined that 17 although the athletic programs were good, the 18 academic performance and the outcomes for African 19 American students, especially males, was really 20 dismal. We then turned our attention to 21 Edgewood High School, because Matt's future 22 success was our main concern. Matt had always 23 been a student athlete, very solid academically, 24 but he excelled in sports as well, and he wanted a 25 good school that would allow him to play sports.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 52</p> <p>1 mind and body. This evening, I'm requesting that 2 you ensure equity for the students whose families 3 have chosen Edgewood High School as their whole 4 student, athletic, and academic education option. 5 Current and future students should not 6 be penalized or discriminated against by an 7 interpretation of zoning regulations that hold 8 Edgewood High School to a different standard than 9 any other city high school or, for that matter, 10 University of Wisconsin-Madison. Edgewood is 11 striving to uphold its religious values and become 12 more ethnically diverse while expanding and 13 improving its academic and athletic facilities. 14 And now, if Edgewood is not treated as an equal 15 with its peer institutions, in the end, there will 16 be a risk, and it will become a far less 17 attractive and a more unequal option for families 18 of all races and ethnicities. Thank you. 19 MR. STERETT: We have -- so the short 20 minute that we have remaining, I just wanted to 21 emphasize that the Religious Land Use Act is 22 something that also controls in this hearing -- 23 and I'm going to keep talking with the mic out -- 24 and that provides something that's over the zoning 25 ordinance, which says that --</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 53</p> <p>1 MR. COLLINS: Actually, can you take a 2 moment? We'll give you the time back. Because 3 this is a recorded proceeding -- we do have 4 secondary microphones, but none are near you. 5 So -- 6 MR. STERETT: Okay. I just wanted to -- 7 I have the privilege of helping municipalities all 8 across the country to understand their obligations 9 under the Federal law, which many of them don't 10 know anything about. And while the zoning 11 ordinance is operable at this level, the Federal 12 law -- actually a unanimous Congress -- when's the 13 last time Congress did anything unanimously -- 14 thought it important to recognize that the 15 religious liberty interests and the right to 16 protect religious institutions is paramount 17 because religious institutions across the country 18 were having religious land uses treated unequally 19 when the neighbors would come up in arms. And so 20 mosques, synagogues, religious schools would be 21 denied their land uses and property rights because 22 the neighbors were up in arms. 23 Congress said, "This is a huge problem. 24 We have to address it. So that's what the law is. 25 That's what the obligation of this board is, not</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 55</p> <p>1 whether we should do the questions after the City 2 presents. 3 MR. OSTLIND: When I suggested the 4 process, I was thinking we would hear from the 5 City as well and then be able to ask questions of 6 each party so that we don't ask questions that may 7 be brought up by the City's half. 8 MR. COLLINS: Like I said in the 9 beginning, the most critical thing is that the 10 parties have a process that's fair and due to 11 them. Do any -- either side object to that? 12 Because there was obviously some ambiguity. 13 MR. LEE: No objection. 14 MR. STRANGE: No objection. 15 MR. LEE: I do have one request of 16 the -- of the board. Sister Kathleen Phelan of 17 the Sinsinawa Dominicans is here tonight, and she 18 has to get up early and travel tomorrow morning. 19 I don't know how much longer she can stay. She 20 prepared a statement, and she's prepared to speak 21 in public comment. I'm wondering if we can just 22 take her statement early? 23 MR. COLLINS: Is there an objection from 24 the City? 25 MR. STRANGE: No.</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 54</p> <p>1 to just apply the zoning ordinance equally but 2 under Federal law, this board and the City of 3 Madison has an obligation to provide equal 4 treatment. Requiring Edgewood to go through a 5 whole set of hoops that none of the other public 6 institutions, including the University of Madison, 7 has had to go through is the unequal treatment. 8 It is a substantial burden to take a use that's 9 been in existence for nearly a century and to say, 10 "You forfeited that right. You -- we're removing 11 that from you," creates a substantial burden on 12 the religious mission of the school. It creates 13 an unequal treatment, and this board even under 14 Madison's own ordinances has the ability to 15 recognize obligations under Federal law and then 16 to supercede what is given in this code. So in 17 addition to what my counsel has added, we would 18 ask that these violations be rescinded. 19 MR. COLLINS: You have about ten 20 seconds. 21 MR. LEE: You can keep the ten seconds. 22 You gave us little extra time. Thank you. 23 MR. COLLINS: Thank you. We'll now open 24 up to questions from the board. If we could just 25 have a motion. There's some discussion about</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 56</p> <p>1 MR. COLLINS: Hearing no objection from 2 the City -- is this the public comment portion, or 3 is this Edgewood's portion? 4 MR. LEE: I would -- I would -- I -- we 5 had reserved it for public comment, but I just -- 6 I just got a note that there's some urgency here. 7 So -- 8 MR. COLLINS: There's no objection from 9 the City. Is there any objection from the board? 10 Hearing none, we'll -- just to do it proper, 11 though, I guess we'll take a motion from the board 12 to amend the procedure and proceed with a public 13 comment before continuing with the procedure 14 element before. Is there a motion? 15 MR. OSTLIND: Just to be clear, who is 16 the speaker? 17 MR. LEE: Sister Kathleen Phelan. 18 MR. OSTLIND: Who is affiliated with 19 Edgewood in some form? 20 MR. LEE: Yeah, she's the -- she was 21 the principal of Edgewood High School many years 22 ago, and she is a -- a member of the 23 Sinsinawa Dominican Order. 24 MR. COLLINS: Is there a motion to amend 25 the procedure to permit one comment at this time?</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 57</p> <p>1 MS. JENKINS: Question.</p> <p>2 MR. COLLINS: Yes.</p> <p>3 MS. JENKINS: Is this the only speaker</p> <p>4 that we are potentially discussing the motion to</p> <p>5 amend the proceeding to allow for this testimony?</p> <p>6 MR. LEE: This would be the only one,</p> <p>7 yes.</p> <p>8 MS. JENKINS: Thank you.</p> <p>9 MR. LEE: And I greatly appreciate the</p> <p>10 board's consideration of this special and</p> <p>11 surprising request.</p> <p>12 MR. OSTLIND: I'll so move.</p> <p>13 MS. JENKINS: Second.</p> <p>14 MR. COLLINS: Okay. There is a first</p> <p>15 and second. Is there any discussion? All those</p> <p>16 in favor, say, "Aye."</p> <p>17 BOARD MEMBERS: Aye.</p> <p>18 MR. COLLINS: Any opposed? The motion</p> <p>19 passes 4 to 0.</p> <p>20 MR. LEE: Thank you.</p> <p>21 MR. COLLINS: Thank you. You'll have</p> <p>22 three minutes.</p> <p>23 SISTER PHELAN: Three minutes, and I</p> <p>24 felt like the motion would take longer than the</p> <p>25 three minutes that I have. So here I am.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 59</p> <p>1 game and their school was surrounding the back of</p> <p>2 that convent, bus horns would blare announcing</p> <p>3 their return. Students cheered, and some</p> <p>4 appointed student would shout out to us in the</p> <p>5 convent announcing the winning score.</p> <p>6 Was this a precursor of an e-mail blast</p> <p>7 or an Instagram posting? Whatever it was, it</p> <p>8 spoke to me on the relationship of celebration of</p> <p>9 community. By the way, I don't remember what</p> <p>10 happened if they lost a game. I only remember the</p> <p>11 wins.</p> <p>12 I am proud to tell you that I meet up</p> <p>13 with Edgewood graduates all over the city of</p> <p>14 Madison and many in this room in their various</p> <p>15 professional capacities in education, business,</p> <p>16 medicine, athletics, media, and fine art; and</p> <p>17 beyond their careers, they are deeply involved in</p> <p>18 the service, justice, and philanthropic endeavors</p> <p>19 for the benefit of the entire community often not</p> <p>20 stopping at the edges of a Catholic organization</p> <p>21 but expanding their vision to contribute globally</p> <p>22 to people in need and groups worthy of their</p> <p>23 passions and their energies.</p> <p>24 These encounters with graduates tell me</p> <p>25 that somewhere in their homes first and then on</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 58</p> <p>1 Good evening. I am</p> <p>2 Sister Kathleen Phelan. I have been a member of</p> <p>3 the Sinsinawa Dominican Congregation for 53 years,</p> <p>4 and I'm happy to tell you that nearly 20 of those</p> <p>5 years had been in ministry on the Edgewood campus,</p> <p>6 first as a student of the college, then as a</p> <p>7 teacher of social studies in the high school, and</p> <p>8 later returning as the head administrator or</p> <p>9 principal of the high school.</p> <p>10 Not too long ago while serving on the</p> <p>11 leadership council of the Sinsinawa Dominican</p> <p>12 Congregation, I also served on the corporate board</p> <p>13 of the high school. So you might say I have</p> <p>14 Edgewood in my bones.</p> <p>15 Looking at that picture of -- of the</p> <p>16 older Edgewood -- and you can see, there's a</p> <p>17 building off kind of in the trees, that's</p> <p>18 Sacred Heart convent building where many of us</p> <p>19 lived as sisters. One of my first memories</p> <p>20 celebrating the deeper role of athletics at</p> <p>21 Edgewood occurred in the late 1960s when many of</p> <p>22 the sisters lived in that old Sacred Heart</p> <p>23 convent, and we did not travel to athletic events</p> <p>24 away from Edgewood. But as the athletes and</p> <p>25 coaches returned to campus following their away</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 60</p> <p>1 the Edgewood High School campus, somehow,</p> <p>2 somewhere, we got it right. All those hours of</p> <p>3 first academics and sports opportunities from</p> <p>4 intramural to varsity, participation in the fine</p> <p>5 arts from musicals to studio art classes,</p> <p>6 religious rituals and celebrations, and myriad</p> <p>7 service opportunities not to forget Edgefest,</p> <p>8 somewhere it all came together to create women and</p> <p>9 men of faith, integrity, vision, and generosity.</p> <p>10 MR. COLLINS: Thank you. Your time has</p> <p>11 expired, and I understand you have more to say,</p> <p>12 but we have a crowded room, and we're going to</p> <p>13 have to hold tight to the three minutes.</p> <p>14 SISTER PHELAN: Okay. Thank you. Let</p> <p>15 me just end with our motto on the front door is</p> <p>16 "Laudare, benedicere, praedicare." For those who</p> <p>17 don't know Latin, it is "To praise, to bless, and</p> <p>18 to preach." Thank you.</p> <p>19 MR. COLLINS: The City has 40 minutes.</p> <p>20 MR. STRANGE: Thank you, Chair. Thank</p> <p>21 you, Zoning Board of Appeals. This is a special</p> <p>22 meeting that was called. You have another meeting</p> <p>23 next week, and probably when you agreed to become</p> <p>24 a board member, you did not sign up for this</p> <p>25 exactly. So thank you for being here. Thank you</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 61</p> <p>1 for being here tonight. Also, thank you to 2 everybody else that came here tonight, all the 3 members of the public, both from Edgewood and -- 4 and the City in general. 5 Sometimes these issues can be tricky, 6 and sometimes they can be sticky. Sometimes they 7 can be frustrating, but it's really important 8 people come out and -- and participate in the 9 process. So thank you. Thank you for being here. 10 I just want to say to start off with 11 that I can imagine that if I was one of these guys 12 back here in one of these Edgewood jerseys, there 13 would be nothing more exciting than to run out on 14 their home field. I get it. I played basketball 15 as a kid. We had a town of 4,000 people, and we 16 had a gym that seated 5,000, and every time we ran 17 through the banner out onto the floor, it was a 18 really cool thing, and I'll never forget that, but 19 this is an issue of zoning interpretation. It's 20 not about whether they should be allowed to play 21 games at Edgewood. From the City's perspective, 22 it's a question of what process is required to do 23 that. 24 Edgewood is a great institution. The 25 other great institution in the city of Madison are</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 63</p> <p>1 campus master plan, including the changes to any 2 proposed use or open space area requires 3 Plan Commission approval." 4 In this case, Edgewood's master plan 5 identifies the area next to Woodrow Street as an 6 open space. It says that it contains an athletic 7 field that's used for practices and classes. What 8 Edgewood's brief says is that they have a right to 9 use it as a stadium or outdoor recreational 10 facility where contests can be played. The zoning 11 administrator's interpretation is that those are 12 two different uses, and because those are two 13 different uses, it requires Plan Commission 14 approval. 15 That doesn't mean that the City doesn't 16 think they should have games there. It just means 17 that they think the Plan Commission has to approve 18 an amendment to the master plan in order to make 19 that happen. 20 So I -- I've passed out a packet that 21 has on the top the C-I District ordinance. And I 22 just want to walk through it with you to 23 specifically kind of point out the specific areas 24 that I think comply here. Let's start with -- 25 everybody have it? Let's start with the statement</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 62</p> <p>1 the neighborhoods. The comprehensive plan for the 2 City of Madison identifies its neighborhoods as 3 building blocks for the City. That's one of the 4 most important things that we can do to have the 5 city that we have, is to encourage the livability 6 of our neighborhoods. And what the campus master 7 plan was intended to do was to balance the needs 8 of a great institution like Edgewood with the 9 needs of the City to protect the livability of the 10 neighborhood. 11 And so I'll walk you through the 12 ordinance in just a minute, but that's really the 13 issue here. Does this ordinance do that? The 14 issue for you is quite simple: Whether 15 C-I District ordinance requires the planning 16 commission to approve to alter the proposed use of 17 an identified open space area or open space use 18 and a master plan. 19 The City thinks the question is answered 20 pretty simply. We'll walk through the ordinance 21 in a minute, but Section 28.097(5)(c) requires 22 that all master plans list existing and proposed 23 conditions including uses, land uses, open space 24 areas, and open space uses. And then Section 10 25 plainly says, "Any alteration of an approved</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 64</p> <p>1 of purpose. 2 Section 1, "Established to recognize the 3 City's major educational and medical institutions 4 as important centers and to accommodate the growth 5 and development of these institutions. The 6 district is also intended to promote appropriate 7 institutional growth min -- while minimizing 8 adverse impacts associated with development and 9 geographic expansion; balance the ability of major 10 institutions to change and the public benefits 11 derived from change with the need to protect the 12 livability and vitality of adjacent neighborhoods; 13 encourage the preparation of master plans and 14 enable adjacent neighborhoods in the broader 15 community to understand the levels of development 16 being proposed, their likely impacts, and the 17 appropriate mitigation measures." 18 Then it talks about uses within the 19 C-I District. If you go to Section 3, it lists 20 them as allowable uses, primary or secondary. 21 Now, I don't know how long you have all been on 22 the board, if you've been on long enough to know 23 how we use traditional nomenclature for other 24 districts, we use terms like permitted use, 25 conditional use, principal use, accessory use.</p>

Transcript of Proceedings, 7-11-19	Page 65	Transcript of Proceedings, 7-11-19	Page 67
<p>1 Right? None of those were used here. They chose</p> <p>2 a different -- chose different words. They chose</p> <p>3 to classify them differently, and they listed them</p> <p>4 here as those things that would be -- potentially</p> <p>5 would be allowable in a C-I District ordinance.</p> <p>6 If you'll go down to secondary uses</p> <p>7 under B5, you'll see outdoor sports and</p> <p>8 recreational facilities, agricultural uses, other</p> <p>9 uses related to the institution's primary mission,</p> <p>10 stadiums, auditoriums, arenas, open or enclosed.</p> <p>11 Edgewood didn't propose any of those in that</p> <p>12 space -- in the open space. They identified it as</p> <p>13 open space and said what it was going to with used</p> <p>14 for, similar to how they identify the adjacent</p> <p>15 post as being used for practices and education.</p> <p>16 If you go down to the contents of the</p> <p>17 master plan, Section 5, it says that, "The master</p> <p>18 plan shall include the following elements." If</p> <p>19 you go to section C, facilities plans, it says,</p> <p>20 "Existing conditions, land uses, and buildings in</p> <p>21 their proposed conditions, future land uses."</p> <p>22 From section F, "open space areas and other open</p> <p>23 space uses."</p> <p>24 All of those things have to be included</p> <p>25 in the master plan, and if they're not included,</p>		<p>1 but in that document on page 3, they identified</p> <p>2 the open spaces on their campus.</p> <p>3 "Major open area to the west of the high</p> <p>4 school is used for athletic practice fields. The</p> <p>5 open space to the north of the building is used</p> <p>6 for fundraising events and athletic practice."</p> <p>7 Okay? If you go to City Exhibit B, that's the</p> <p>8 campus master plan that was adopted after they</p> <p>9 became a C-I District, if you look at Section 3.8,</p> <p>10 open spaces. It describes the current open</p> <p>11 spaces: "Athletic field owned by</p> <p>12 Edgewood High School used for team practices and</p> <p>13 physical education classes."</p> <p>14 The City believes that describes the</p> <p>15 uses involved in that open space. The other</p> <p>16 buildings that Edgewood discussed with respect to</p> <p>17 the UW were not open spaces. There was a</p> <p>18 natatorium, a softball complex that were not</p> <p>19 described as open spaces in the master plan. And</p> <p>20 so the City believes that this -- these words mean</p> <p>21 what they say, and if you're going to change --</p> <p>22 fundamentally change the use of those, you need to</p> <p>23 have Plan Commission approval.</p> <p>24 Coach -- is it Coach Zwettler?</p> <p>25 Zwettler? Zwettler, he said something that -- he</p>	
Transcript of Proceedings, 7-11-19	Page 66	Transcript of Proceedings, 7-11-19	Page 68
<p>1 or if they change, then subsection 10 kicks in.</p> <p>2 It says if you're going to change the</p> <p>3 identification of an open space, in very broad</p> <p>4 language, "No alteration of an approved campus</p> <p>5 master plan, including changes to proposed use of</p> <p>6 identified open space areas or open space uses</p> <p>7 shall be permitted unless approved by the</p> <p>8 Plan Commission."</p> <p>9 That's the basis of the zoning</p> <p>10 administrator's determination here, that the</p> <p>11 Edgewood master plan identified it as an open</p> <p>12 space, what it was going to be used for, and</p> <p>13 fundamentally believes that the -- that use has</p> <p>14 been changed by an intensification of athletic</p> <p>15 contests.</p> <p>16 Now let's talk a little bit about master</p> <p>17 plans in general and specifically talk about</p> <p>18 Edgewood's master plan. For Exhibit A that I</p> <p>19 provided to you, you'll see something called</p> <p>20 Edgewood Master Plan, January 1996. I clipped</p> <p>21 page 3 of that for you -- Exhibit A right there.</p> <p>22 Clipped out page 3 for you. This was a master</p> <p>23 plan that was adopted by the Plan Commission. It</p> <p>24 was not adopted by the Council. It was not</p> <p>25 necessarily something that had the force of law,</p>		<p>1 made that -- a great statement. He said something</p> <p>2 that sort of clicked with me 99 percent because</p> <p>3 I've seen the movie Field of Dreams and 1 percent</p> <p>4 because I happen to do zoning law for the City.</p> <p>5 He said, "If you build it, they will come." If</p> <p>6 you create this field where contests are going to</p> <p>7 be happening in the intensity they are happening</p> <p>8 now, they will come. That's an intensification of</p> <p>9 the use that Matt will talk about in just a minute</p> <p>10 that is different -- fundamentally different than</p> <p>11 what's described in their master plan. And so</p> <p>12 that's why we think the use of that open space has</p> <p>13 been changed. It's not that they shouldn't be</p> <p>14 able to do the things that they want to do there,</p> <p>15 but that the Plan Commission has to approve it.</p> <p>16 Now, after adopting the master plan</p> <p>17 in 2014, they put in the field turf, and when the</p> <p>18 field turf was put in, and I would -- when the</p> <p>19 field turf was put it, it was stated publicly that</p> <p>20 it was going to be used primarily for practice. I</p> <p>21 put a link in our brief to the article that was in</p> <p>22 the newspaper, but the statement was made that,</p> <p>23 "We're really doing this to be able to give our</p> <p>24 athletes the practice facilities that provide the</p> <p>25 best surfaces possible and to expand the amount of</p>	

Transcript of Proceedings, 7-11-19	Page 69	Transcript of Proceedings, 7-11-19	Page 71
<p>1 outdoor practices that we can hold, especially in</p> <p>2 the spring. That is our focal point."</p> <p>3 Now, I want to clarify something. I'm</p> <p>4 not sitting here saying that Edgewood has never</p> <p>5 played games on their field. That's not the</p> <p>6 contention that I'm making. The contention we're</p> <p>7 making is that the master plan describes field as</p> <p>8 being used for practices and classes, and all of</p> <p>9 the documentation that the City has -- official</p> <p>10 documentation that the City has is that, in 1996,</p> <p>11 they had the master plan that was adopted by the</p> <p>12 City Plan Commission that said "practices and</p> <p>13 classes." In 2014, they had a master plan that</p> <p>14 said the same thing, and that since adopting that</p> <p>15 master plan, apparently that has changed.</p> <p>16 Now, when in 2018 there was a request</p> <p>17 from Edgewood to have -- get a temporary permit to</p> <p>18 play games there. If you look at City Exhibit C,</p> <p>19 you'll see that the alder at the time,</p> <p>20 Sara Eskrich, responded and said, "If you need a</p> <p>21 temporary permit to play games, you need to talk</p> <p>22 with Tim or Matt. Cannot sign off on stadium</p> <p>23 lights as a minor alteration because we discussed,</p> <p>24 very publicly, that this requires a master plan</p> <p>25 amendment."</p>		<p>1 would have lived in the master plan. They would</p> <p>2 have been part of the master plan, and we would</p> <p>3 have expected to be able to enforce those.</p> <p>4 So the notion that the master plan</p> <p>5 cannot under any circumstances contain</p> <p>6 restrictions on a use, I think, is contradicted by</p> <p>7 their own applications and actions up until this</p> <p>8 point.</p> <p>9 Now, the City believes that the master</p> <p>10 plans govern uses, building, open space areas, and</p> <p>11 open space uses; and I think to -- to see that,</p> <p>12 you just need to go back to the ordinance, which</p> <p>13 is written very plainly, and you need to go back</p> <p>14 to the master plan. It's required to have in</p> <p>15 master plans land uses and buildings. The</p> <p>16 requirements of a master plan are not simply</p> <p>17 related to physical structures or buildings.</p> <p>18 They're included in there, uses, and specifically</p> <p>19 open space uses.</p> <p>20 Now, in Edgewood's brief, they rely for</p> <p>21 their argument on a previous draft of the -- of</p> <p>22 this Campus-Institutional District Ordinance,</p> <p>23 which, in the packet that I provided to you</p> <p>24 attached to the back of -- of the current</p> <p>25 ordinance is -- is that draft. And I just wanted</p>	
Transcript of Proceedings, 7-11-19	Page 70	Transcript of Proceedings, 7-11-19	Page 72
<p>1 Shortly after that, they filed an</p> <p>2 application to amend the master plan. You'll find</p> <p>3 that as City Exhibit D. And if you look on the</p> <p>4 first page after the title page, you see how they</p> <p>5 describe the existing use. "Edgewood school use,</p> <p>6 physical education classes, outdoor classroom use,</p> <p>7 Edgewood team use. Athletic field is used for</p> <p>8 practices, junior and varsity games by Edgewood's</p> <p>9 team. Games and practices are held during</p> <p>10 nighttime hours."</p> <p>11 That description is quantifiably,</p> <p>12 significantly, substantially different than what's</p> <p>13 in the master plan. And so when the zoning</p> <p>14 administrator saw that, he said, "Wait a minute.</p> <p>15 That's not what the master plan says. Let's go</p> <p>16 talk to Edgewood, and say, 'Hey, while you're</p> <p>17 doing this amendment, let's clarify the use of the</p> <p>18 field, because your master plan says it's only</p> <p>19 supposed to be used for practices and classes.'"</p> <p>20 And so Edgewood submitted the letter in</p> <p>21 January to clarify the language of the field use.</p> <p>22 And when they did that, they actually proposed</p> <p>23 restrictions on the usage of the lights: Up to</p> <p>24 eight games ending by 10:00. 17 games ending by</p> <p>25 8:30. These restrictions, had they been adopted,</p>		<p>1 to point something out about that interpretation</p> <p>2 in the -- and the interpretation that's being made</p> <p>3 with respect to that. Does everybody have the</p> <p>4 draft? It's dated 4-20.</p> <p>5 So on page 10 in their brief -- in their</p> <p>6 brief they -- they site to language on page 10</p> <p>7 that says in one of the old drafts, "Uses within</p> <p>8 C-I districts are defined as follows: As either</p> <p>9 principal or secondary. It is even further</p> <p>10 defined based on the master plan status of the</p> <p>11 institution. The master plan must include a list</p> <p>12 of existing, principal, and secondary uses within</p> <p>13 the campus. In the brief, they argue that because</p> <p>14 that language was removed from the final draft</p> <p>15 that necessarily means that it does not cover or</p> <p>16 regulate uses.</p> <p>17 I don't agree with that, primarily -- or</p> <p>18 partially because, for the lawyers in the room and</p> <p>19 statutory interpretation, we know the legislative</p> <p>20 history is inherently unreliable for that. Okay?</p> <p>21 It's not an active law. Nobody voted on those</p> <p>22 previous drafts. Nobody knows why things were</p> <p>23 eliminated and why things were added. And so it</p> <p>24 is inherently unreliable.</p> <p>25 What is reliable is what gets enacted,</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 73</p> <p>1 and if you look at the 4-20 draft and you look at 2 the final version of the ordinance, you'll see 3 that two very specific things were added. One, 4 the contents of the master plan. If you look at 5 the 4-20 draft, there is -- there is no reference 6 to open spaces. In the final draft, one is 7 required to be in the -- in the master plan. 8 Under "Proposed Conditions," it says, "Open space 9 areas and other open space uses." 10 What's also missing from the 4-20 draft 11 that's in the final draft is subsection 10, the 12 language that requires that any change to an 13 identified open space or use shall be approved by 14 the Plan Commission. Now, I don't think you can 15 argue that buildings are the only thing regulated 16 by the master plan when the final ordinance 17 clearly and specifically talks about uses with 18 respect -- and particularly with respect to open 19 spaces. 20 And so from the City's perspective, the 21 language means what it says, and when you step 22 back and you look at it within the context of the 23 entire ordinance and the purpose of the ordinance, 24 it's to make sure that whatever new use goes into 25 an open space has the ability to take into account</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 75</p> <p>1 Plan Commission approval, and that's all the City 2 is asking for here. 3 Now, Matt Tucker, the administrator -- 4 the zoning administrator who made this 5 interpretation, is here, and I wanted him to have 6 a chance to explain why turning an open space use 7 for practices and classes is a fundamentally 8 different use than a -- than a -- than an athletic 9 field used for the kinds of contests and the kinds 10 of activities that are described in the -- in the 11 brief as well as their application to -- to amend 12 the master plan. 13 It's not just about girls soccer. 14 There's a proposal to have private quarterback 15 games there, other activities that are not just -- 16 not just what they -- they say they've 17 historically been doing there. So Matt's going to 18 talk a little bit about that, and then I'm going 19 to talk -- address a little bit about the 20 potential of the claim. 21 MR. TUCKER: Hello. So as John alluded 22 to, the additional types of activities that would 23 be occurring on the field would introduce some 24 potential impacts. Typically, these would have 25 been the types of things that we would have talked</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 74</p> <p>1 the impacts on the neighborhood, and that's what 2 the Plan Commission provides. 3 Now, under the -- under Edgewood's 4 argument, Edgewood could turn the Oaks into a 5 cornfield without Plan Commission approval because 6 agricultural uses is a use -- an allowable use 7 which obviously doesn't necessarily require a 8 building. They could take the Oaks area and turn 9 it into a cornfield. The City thinks that the 10 operative language in subsection 10 would say, 11 "No, you're fundamentally changing the use of that 12 space from an open space to a cornfield. So you 13 need Plan Commission approval regardless of 14 whether you build a building or not." The same 15 goes for a stadium. Stadiums don't require 16 buildings. You can have a stadium without a 17 building. Same goes for a rec center, and then 18 there's a catch-all in the allowable uses for any 19 other -- any other uses that are related to the 20 institution's purpose. 21 Well, that could be anything. They 22 don't necessarily require buildings. So I don't 23 think that they should just go in to the Oaks or 24 to any of -- any of their other identified open 25 spaces and expect to establish a new use without</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 76</p> <p>1 about or that Edgewood would talk about with the 2 neighborhood as part of their preparation to 3 submit the master plan; impacts, that could 4 include, like, traffic -- increased traffic for 5 games. Now, some games may not -- may not draw a 6 lot of people, but you want to have the ones where 7 you have a significant population. You might also 8 have experiences with, you know, larger vehicles, 9 buses and things like that that are coming to the 10 facility. You have an increased amount of noise. 11 There's a question about the -- the allowance of 12 the system -- the sound system, unnecessary noise 13 that's included as part of ramping up the audience 14 maybe for a score or something like that, things 15 that could be -- could have potential adverse 16 impacts to people that are living in close 17 proximity to the facility. 18 I can tell you that I've received all 19 the complaints about the activity that have 20 occurred this spring, and there have been many and 21 -- many complaints. Some of these types of 22 activities spur visits from the police. I'm aware 23 of the police visit that occurred that was 24 mentioned earlier, and what it was was an 25 investigation of a noise complaint. The police</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 77</p> <p>1 are going to show up -- I talked to them about 2 this. They're going to show up when there's a 3 complaint about noise because they don't know what 4 the situation may be. It could be a fight. It 5 could be some other situation that the noise is -- 6 is part of that they need to get under control. 7 They informed me that after that visit 8 they are not going to be responding to noise 9 complaints about activities on the athletic field, 10 and they informed people that were complaining to 11 them about that. So they did their -- what they 12 needed to do as they were called and -- and they 13 were not going to return. 14 They also said that if -- if an athletic 15 field and the use of such is -- is going to be 16 allowing games and sports to occur, that's the 17 kind of noise that you would get with games and 18 sports. So they're not going to come and require 19 noise to be turned down or no amplification system 20 be utilized. 21 Ideally, all of these things get taken 22 care of as part of the master plan process. 23 That's what happened for the balance of the entire 24 site. I have the benefit of being involved, 25 because of my position in the City, with the</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 79</p> <p>1 approvals in the residential zone that they were 2 in to expand. They would have very high stakes 3 Plan Commission conditional use meetings. They 4 would need to prepare significant materials for a 5 building that had an up or a down. It was very 6 difficult. 7 There were battles between the 8 Dudgeon-Monroe neighborhood, who had a development 9 on their side or the Vilas neighborhood, who had a 10 development on their side. I was witness to a few 11 of these in the time I was here. 12 The district was effectively primarily 13 written -- material drafts were written with 14 the -- under the hand of those three folks -- 15 those three entities; Edgewood, UW, 16 Madison College. I was at those meetings. We had 17 a focus group meeting at Edgewood High School for 18 this district before it was created. 19 The -- the goal of the master plan by 20 identifying uses and development was to be able to 21 set a framework for ten years that would allow 22 this institution to have a level of comfort moving 23 forward with development. They needed to work 24 this out with their neighbors. That was critical. 25 Both the alders that were representing both sides</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 78</p> <p>1 creation of the C-I district, all the drafts that 2 occurred, all the meetings with the Zoning Code 3 Rewrite Advisory Committee that spoke to it. That 4 included a member of this board, Diane Logan (ph). 5 The City's Plan Commission then worked through the 6 draft and finalized the draft that they forwarded 7 on to the City Council, which was ultimately 8 adopted. 9 I also was involved in the initial 10 kickoff and beginning steps to prepare the master 11 plan for Edgewood. That occurred back in 12 around 2013 with Maggie Balistreri-Clark from 13 Edgewood College being the lead. I believe 14 Mike Elliott was also involved, and there were 15 some other people that were involved; and within 16 those -- within that process, it was not intended 17 for the master plan to make development easy. 18 That -- that is not what was meant. What it 19 was -- what was meant by the master plan was to -- 20 was to establish expectations. 21 So there was an understanding of the 22 types of uses, the types of development that would 23 occur on the campus. This district was created 24 because it was requested by Edgewood, UW, and 25 Madison College because they had very challenging</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 80</p> <p>1 of the -- of the alderman districts of the 2 property wanted to ensure that that would be how 3 the master plan would be drafted. 4 Now, the -- Edgewood wasn't held hostage 5 by the neighbors. I mean, there were matters that 6 were unresolvable, and they got kicked up to the 7 Plan Commission, such as the large facility that 8 isn't built to the south of the athletic field. 9 It says that we -- if that facility gets built, 10 even though it's an indoor recreational 11 facility -- if that facility has to be built, it's 12 going to require a change to the master plan. 13 That's what it says in the master plan because 14 they couldn't work that detail out. 15 But ultimately the idea was to create 16 this framework by which they could proceed, and 17 they have. The high school has two construction 18 projects that are identified in the master plan 19 that they have executed or under construction 20 today. It was identified in the master plan, no 21 conditional use process. They went through their 22 architectural design review and walked in and got 23 permits. I'd say that worked. 24 They also requested alterations to the 25 master plan. There was an expansion to the</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 81</p> <p>1 parking area that's towards Monroe Street. I 2 believe that was approved in 2015. That was a -- 3 a minor alteration, a staff-approved alteration 4 with the recommendation of the alderperson and a 5 positive recommendation from the liaison 6 committee, which is a group of neighbors and 7 Edgewood people that work together to help them 8 sort out their issues. That's what you get within 9 the framework of the master plan, and that's what 10 I would expect to see for the use of this space to 11 be changed, intensified, if you will, in contrast 12 to what the words say in the master plan. 13 MR. STRANGE: All right. Thanks. So 14 with the remainder of our time, I'm going to talk 15 a little bit about the religious discrimination 16 angle and then just do a brief conclusion. 17 So in the -- in the brief that was filed 18 by Edgewood, it included several pages on the 19 Religious Land Use and Institutionalized Persons 20 Act. That's not something that the Zoning Board 21 of Appeals normally has to decide. It's not 22 something that the Board of Appeals should decide 23 this issue on. 24 The -- the -- the standard that the 25 Chair read earlier in the evening talks about</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 83</p> <p>1 happen. I hope that that does not happen, but one 2 of them, for example, was substantial burden of 3 religious exercise. Okay? There are courts that 4 have said that, for example, Westchester 5 Day School versus Village of Mamaroneck, 2007, if 6 a religious school wishes to build a gymnasium to 7 be used exclusively for sporting activities, that 8 kind of demonstration would not constitute a 9 religious exercise under RLUIPA. 10 Even if a substantial burden is shown, 11 there's a chance for the City to establish a 12 compelling governmental interest. And as the -- 13 as the Edgewood's brief correctly pointed out, 14 that's a pretty high bar, if we ever got to that 15 point; but one of the specific things that is a 16 compelling government interest is neighboring 17 testimony -- neighbor's testimony about the 18 impacts of the neighborhood. In the plans for 19 this area, the master plan, the 20 Campus-Institutional District talks about the 21 compelling interests. It talks about the interest 22 of protecting the livability of those 23 neighborhoods, and so that would be an issue in 24 one of these claims. 25 The other issue is they have to point</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 82</p> <p>1 whether the zoning administrator's interpretation 2 is contrary to Federal law, and I would submit 3 that the -- the Religious Land Use and 4 Institutionalized Persons Act is a very 5 complicated law. It's the one -- it's one that 6 the City takes very, very seriously. It's not a 7 blanket exemption to all zoning procedures. It 8 doesn't -- it doesn't mean that a City cannot ask 9 an institution to go through a process, which is 10 all the City is asking Edgewood to do in this 11 particular case. There's also a difference in the 12 kinds of claims that can come up under the 13 statute. One is called a facial claim where you 14 look at the statute and say, "Well, obviously this 15 is treating the secular institution differently 16 than the religious institution." It says it right 17 there in words, or as they mentioned earlier, and 18 that's apply for a disparate impact claim where 19 the operation of those ordinances is somehow 20 treating two organizations differently. And I 21 want to say that of all the elements that are in 22 RLUIPA, there are enough questions -- there are -- 23 there are plenty of questions that would be asked 24 and litigated in such a case. 25 Now, I don't think that that will</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 84</p> <p>1 out the point of proper comparative. In this 2 case, if you look at City's F and G, those are the 3 zoning ordinances for both Edgewood and Madison. 4 You can see specifically that they are 5 specifically zoned campus-institutional with the 6 master plan. That's a different -- that's -- the 7 public high schools are not zoned that way, and 8 that master plan was entered into voluntarily. 9 So it's the City's position that if -- 10 if Edgewood thinks that the benefits of having a 11 master plan, that ten-year -- that ten years of 12 approved projects and buildings is not beneficial 13 to it, it can apply to repeal that ordinance and 14 go back to regular C-I District ordinance where it 15 would be then on the same footing as the -- as the 16 public high schools, if -- if they think they 17 would have better footing there. 18 But we don't fundamentally think that 19 they can have it both ways. You get benefits of a 20 master plan but then avoid the restrictions on the 21 basis of an RLUIPA claim. And for the purposes of 22 tonight, all I would say is we certainly don't 23 have enough information to reverse the zoning 24 administrator's decision on that basis. Okay? 25 That's an issue that the City and Edgewood will</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 85</p> <p>1 have to work out depending on how the Court rules</p> <p>2 tonight. That's one that the City takes very</p> <p>3 seriously, but that's not something that it -- you</p> <p>4 would be able to reverse the decision tonight --</p> <p>5 the zoning administrator's decision tonight.</p> <p>6 And so in conclusion, I would say again,</p> <p>7 to reiterate this is not about whether they should</p> <p>8 be having games on that field or should be doing</p> <p>9 any of the great things they have talked about</p> <p>10 doing with students in their school. It's about</p> <p>11 going through the process; to do that, and to do</p> <p>12 it reasonably in a way that recognizes any impacts</p> <p>13 it maybe had on the ordinance and applies</p> <p>14 appropriate mitigation measures, if necessary. We</p> <p>15 think the process is clear. We think the purpose</p> <p>16 of the process is abundantly clear, and we think</p> <p>17 that the purpose of the process is good for both</p> <p>18 Edgewood and Madison. Edgewood gets benefits</p> <p>19 under the master plan. It gets certainty for a</p> <p>20 ten-year period for building the projects and</p> <p>21 proposals that it wants to build, and it sets the</p> <p>22 expectations for the neighborhoods to know what's</p> <p>23 going to be happening and to know if there's any</p> <p>24 significant changes of use, including any</p> <p>25 significant changes of use to proposed open space.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 86</p> <p>1 But those things would go to the Plan Commission</p> <p>2 to work out any appropriate mitigation or measure,</p> <p>3 if any.</p> <p>4 So that's what the City thinks is fair</p> <p>5 in this case. That's what the City thinks the</p> <p>6 ordinance says, and that's what the process</p> <p>7 requires. And so I want to just simply ask that</p> <p>8 you affirm the decision of the -- the</p> <p>9 interpretation of the zoning administrator, that</p> <p>10 the master plan does control uses, and</p> <p>11 specifically open space uses. And in this case,</p> <p>12 it's plainly clear that in order to play games on</p> <p>13 the field, in order to do other activities on the</p> <p>14 field beyond what's written in the master plan,</p> <p>15 they need Plan Commission approval. Thank you.</p> <p>16 I'll happily cede the rest of my time.</p> <p>17 MR. COLLINS: Having finished this</p> <p>18 portion of the proceedings, we will now move to</p> <p>19 questions from the board for both parties.</p> <p>20 MR. OSTLIND: My first questions are for</p> <p>21 the applicant. In reading your brief, a couple of</p> <p>22 things came through, and correct me if I'm</p> <p>23 misinterpreting what you said, but you've</p> <p>24 indicated that Edgewood, by right, can have</p> <p>25 athletic contests on their property?</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 87</p> <p>1 MR. LEE: That's correct. We --</p> <p>2 Mr. Ostlind, we believe it is -- it states right</p> <p>3 in the ordinance that you're allowed to use it for</p> <p>4 any purpose that -- for any purpose that comports</p> <p>5 with the school's mission or furthers the school's</p> <p>6 mission. The school's mission is to educate the</p> <p>7 whole person through academics, through spiritual</p> <p>8 development, through athletics, and through a</p> <p>9 whole host of other things. Athletics implies --</p> <p>10 we think implies competition in a high school.</p> <p>11 And so, you know, competition inside schools for</p> <p>12 the glory of your school on your own field is</p> <p>13 essential for the school's mission.</p> <p>14 MR. OSTLIND: And this is based on</p> <p>15 Section 3 where it lists primary uses and</p> <p>16 secondary uses?</p> <p>17 MR. LEE: That's largely correct. We</p> <p>18 believe that the fact that they're listed in there</p> <p>19 under the open space can be used for those</p> <p>20 purposes is -- creates --</p> <p>21 MR. OSTLIND: And so any use that's</p> <p>22 listed there, you -- Edgewood could, by right, use</p> <p>23 their property for it and their facility for it?</p> <p>24 MR. LEE: I think that the -- absent --</p> <p>25 absent a master plan, I think that's right. I</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 88</p> <p>1 think once you put in a master plan, you have --</p> <p>2 you know, you have an obligation to identify the</p> <p>3 uses. Our position is that we did identify the</p> <p>4 use in this particular case. We identified the</p> <p>5 use for athletics and for recreational purposes.</p> <p>6 We didn't identify any agricultural uses, and so I</p> <p>7 don't think that under the master plan we have the</p> <p>8 right to use it for agricultural purposes but --</p> <p>9 MR. OSTLIND: You've suggested that</p> <p>10 Edgewood is being treated differently than the</p> <p>11 Madison public schools because they could -- one,</p> <p>12 they have athletic contests. Would they also be</p> <p>13 able, by right, to use any of the uses that are</p> <p>14 listed here?</p> <p>15 MR. LEE: I'll let Nathan Wautier from</p> <p>16 Reinhart answer this question, if you don't mind.</p> <p>17 MR. WAUTIER: So I'm a plan use attorney</p> <p>18 by trade. So the question is specific to the</p> <p>19 ordinance itself that I think I'm best in position</p> <p>20 to handle here. Your initial question in regards</p> <p>21 to whether those primary and secondary uses are</p> <p>22 allowed by right, I think they absolutely are.</p> <p>23 The opposite of that would lead to absurd results,</p> <p>24 and you have to remember that from January 2nd,</p> <p>25 2013, until today, all of the hospitals, all of</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 89</p> <p>1 the colleges, all of the high schools are zoned 2 campus-institutional. 3 When that zoning district came to be, it 4 was a brand new zoning district created by the 5 City. I was at a lot of those meetings that Matt 6 referenced, and prior to the new zoning code 7 in 2013, the high schools at least were all zoned 8 residential, and they did things by conditional 9 use. It was extremely contentious, difficult; and 10 frankly, it didn't make any sense that you have 11 high schools in the residential zoning districts. 12 The thought at the time was, "We have 13 these big institutional uses, and we're going to 14 zone them campus-institutional. We're going to 15 say that if they're any of those four primary 16 uses -- that being hospitals, educational 17 institutions -- if they're one of those primary 18 use, we will then delineate secondary uses, and 19 those are going to be allowed by right. 20 MR. COLLINS: But -- 21 MR. WAUTIER: That's why all the high 22 schools can play sports right now. That's why 23 Madison College can. That's why the hospitals can 24 do any of the uses that they can. None of those 25 are master plans. UW and Edgewood adopted master</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 91</p> <p>1 exactly what it says is allowed. 2 MR. COLLINS: So where in -- where in 3 paragraph 3 does it say, "These uses shall be 4 permitted"? It identifies uses, but where is the 5 word "shall" or "permitted" in paragraph 3? 6 MR. WAUTIER: It's not in paragraph 3. 7 It's in Special Districts, and you have a use 8 table there which shows all permitted and 9 conditional uses. I can't cite the code. These 10 guys are finding it, but there it says, "Except 11 for campus-institutional, which uses -- which 12 would allow uses in campus-institutional" -- here 13 it is. Table 28G-1 lists all permitted and 14 conditional uses in the special districts except 15 that uses allowed within the Campus-Institutional 16 District are listed separately in 28.096. There's 17 where you have your primary and your secondary. 18 In campus-institutional, it clearly 19 identifies that anybody that goes to 20 campus-institutional after the date of the 21 ordinance -- so after January 2nd, 2013, all -- 22 okay. 23 MR. TUCKER: It'll come back on. 24 MR. WAUTIER: After January 2nd, 2013, 25 anyone that wants to get rezoned into</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 90</p> <p>1 plans. I know all of you know the zoning code 2 very well, and you know the master plan concepts. 3 Typically, comes -- it's back. 4 Typically, the master plan context is 5 used in plan development, which is the very next 6 district in the ordinance, and when we look at the 7 ordinance, that district very clearly says, "These 8 master plans are controlled uses," and if you take 9 the City's argument that master plans in 10 campus-institutional districts are supposed to 11 control uses, there's two questions that obviously 12 come to mind: One, why would they be voluntary; 13 and two, why would they expire? 14 In the plan development district, it 15 clearly says, "Any permitted or conditional use 16 needs to be put into a master plan." Those master 17 plans are not voluntary, and they never expire, 18 which is logical. 19 MR. COLLINS: I want to make sure I 20 understand your position then. So you're saying 21 if one of the high schools without a master plan 22 wanted to build a correctional facility, they 23 would be allowed to do that as right? 24 MR. WAUTIER: Under the current zoning, 25 yes. You've got to read the words. That's</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 92</p> <p>1 campus-institutional needs to adopt the master 2 plan. It's not voluntary. So if somebody new 3 wants to come in and wants this designation, they 4 need to adopt the master plan. All the existing 5 campus-institutional institutions were rezoned by 6 the City. They didn't voluntarily come in and do 7 it. They were rezoned by the City, and it clearly 8 says they can voluntarily -- it says that they can 9 come in and voluntarily adopt a master plan. It 10 does not require them to do so. And again, 11 because master plans expire in ten years. 12 So based on the City's argument, in four 13 years, when this master plan goes away, then 14 everything's fine, and they can play games just 15 like the other high schools can right now, which 16 have not adopted a master plan and during the 17 zoning code rewrite process were asked 18 specifically to define campus-institutional. They 19 said that they were and they had no intention of 20 ever adopting a master plan. 21 The problem here is that the master plan 22 both for the UW and for Edgewood was seen as 23 something that was going to allow them to identify 24 projects they anticipated over the next ten years 25 and go through the process one time. You would</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 93</p> <p>1 still have to go through architectural review, but</p> <p>2 as far as Plan Commission and Common Council, it</p> <p>3 was one time instead of, in the case of Edgewood,</p> <p>4 going through the process 19 separate times for</p> <p>5 each of those projects.</p> <p>6 There's been two projects built since</p> <p>7 they've adopted it. It's worked. Both of those</p> <p>8 projects as well as the amendment that Matt</p> <p>9 referred to have been done. None of those require</p> <p>10 any listing of permitted or conditional uses.</p> <p>11 Even in the process right now, when a structure</p> <p>12 was being asked for, which does require an</p> <p>13 amendment to a master plan or if you don't have a</p> <p>14 master plan, it requires a conditional use. When</p> <p>15 the structure was being asked for, that has to go</p> <p>16 through the master plan process. When the City</p> <p>17 came in and said, "You need to add uses and</p> <p>18 delineate and identify them in that process," that</p> <p>19 was the problem that was wrong. And if we would</p> <p>20 have done that, in four years, the master plan</p> <p>21 expires, and those restrictions would go away</p> <p>22 again; which again, it doesn't make sense to put</p> <p>23 them in a master plan that's voluntary and expires</p> <p>24 if you intend to control uses by that master plan.</p> <p>25 MR. COLLINS: You covered a lot of</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 95</p> <p>1 MR. OSTLIND: That particular section</p> <p>2 does not talk about structures. It talks about</p> <p>3 development. When you talk about development in</p> <p>4 the city and in City processes, it does not</p> <p>5 include simply structures or buildings. It</p> <p>6 includes land use and uses.</p> <p>7 MR. WAUTIER: Mm-hmm.</p> <p>8 MR. OSTLIND: And so I think in reading</p> <p>9 that, it says, "For a development of over 4,000</p> <p>10 square feet," and that would include use of open</p> <p>11 space and accessory functions to a structure,</p> <p>12 which is often the main part of a development, but</p> <p>13 they're -- in virtually every development I've</p> <p>14 been involved with over the years here at the</p> <p>15 City, the developments include open space and</p> <p>16 nonbuilding components. So I don't see that</p> <p>17 this -- that particular phrase limits the</p> <p>18 requirement for those who don't have a master plan</p> <p>19 only get conditional use approval for structures.</p> <p>20 MR. WAUTIER: I guess I'm confused on</p> <p>21 what the development is that we are talking about</p> <p>22 right now.</p> <p>23 MR. OSTLIND: I'm sorry. I missed that.</p> <p>24 MR. WAUTIER: I'm not sure I'm following</p> <p>25 you on what development it is that Edgewood is</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 94</p> <p>1 ground, but I want to go back to this scenario.</p> <p>2 You said a place without a master plan -- one of</p> <p>3 the high schools you identified -- could build a</p> <p>4 correctional facility without any approval. One</p> <p>5 of the things we have to do is understand the</p> <p>6 plain language and avoid rendering any part of it</p> <p>7 as becoming unnecessary. So how would you</p> <p>8 reconcile that with paragraph 2C, which says that,</p> <p>9 "If you don't have a master plan, you have to have</p> <p>10 conditional use approval"?</p> <p>11 MR. WAUTIER: So I misspoke if I said</p> <p>12 they can just automatically do that. Any</p> <p>13 modifications to that building are obviously going</p> <p>14 to have an approval process. Anything that's a</p> <p>15 structural change of 4,000 square feet or more</p> <p>16 requires a conditional use if you don't have a</p> <p>17 master plan. The use itself is based on the</p> <p>18 district. The changing of the structure goes</p> <p>19 through the city process.</p> <p>20 The section that you're referencing</p> <p>21 specifically talks about conditional uses for</p> <p>22 4,000 square feet, and 4,000 square feet is not</p> <p>23 about uses. It's about structures when you look</p> <p>24 at the definition that's in the code because it</p> <p>25 requires that square feet to be under a roof.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 96</p> <p>1 asking for right now. Edgewood is asking to</p> <p>2 continue playing games and continue to use the</p> <p>3 field as an existing use. They're not asking for</p> <p>4 a change in 4,000 square foot.</p> <p>5 MR. OSTLIND: Excuse me. But we weren't</p> <p>6 talking about Edgewood in this context. The Chair</p> <p>7 had asked would the -- those properties zoned</p> <p>8 C-I --</p> <p>9 MR. WAUTIER: Mm-hmm.</p> <p>10 MR. OSTLIND: -- campus-institutional,</p> <p>11 if they could, by right, go forward with other</p> <p>12 developments, anything within the -- the items</p> <p>13 under the uses. So we were looking at those and</p> <p>14 if -- and the requirement there is that if they do</p> <p>15 a development in excess of 4,000 square feet,</p> <p>16 that's required for conditional use. So if we</p> <p>17 have that requirement in here --</p> <p>18 MR. WAUTIER: Yeah.</p> <p>19 MR. OSTLIND: -- how can all of the uses</p> <p>20 listed in Section 3 be automatically by right for</p> <p>21 anybody who's been zoned this way?</p> <p>22 MR. WAUTIER: So if they're not</p> <p>23 automatically by right, the result is that we have</p> <p>24 the transformational zoning code, and when the</p> <p>25 zoning code came in, there was a very clear policy</p>

Transcript of Proceedings, 7-11-19	Page 97	Transcript of Proceedings, 7-11-19	Page 99
<p>1 that we were going to zone for on-the-ground uses.</p> <p>2 If we didn't to that, when the City rezoned all</p> <p>3 the hospitals, all the colleges, all the high</p> <p>4 schools into this new zoning district, they made</p> <p>5 every single use a permitted nonconforming -- or</p> <p>6 excuse me -- a legal nonconforming existing use.</p> <p>7 So effectively, they condemned these properties so</p> <p>8 there's no use by right that you could any longer</p> <p>9 have under the argument that -- not the argument</p> <p>10 -- but the statement that you're indicating.</p> <p>11 In regards to whether you could do a</p> <p>12 development without going through that process, if</p> <p>13 you're changing the building, I think you're going</p> <p>14 to run into that 4,000 square feet. If West High</p> <p>15 School, by way of example, decided they were going</p> <p>16 to keep everything exactly the same and instead</p> <p>17 wanted to run a hospital out of West High School,</p> <p>18 I agree with you. I think the ordinance is poorly</p> <p>19 written, and they can do that, but I think the</p> <p>20 intent was when the City put these particular</p> <p>21 institutions, which are all institutions that have</p> <p>22 decades, if not centuries, in this city, they were</p> <p>23 confident that these institutions wouldn't be</p> <p>24 changing course in their uses.</p> <p>25 MR. OSTLIND: And in Section 10, which</p>		<p>1 situation and where it would make sense to include</p> <p>2 it and where it wouldn't. The section that you're</p> <p>3 pointing out, I think, is titled Changes to Master</p> <p>4 Plan. So, again, it only comes into play when you</p> <p>5 voluntarily adopt a master plan, which those</p> <p>6 institutions have done, and to Attorney Strange's</p> <p>7 point, I haven't heard it explained quite that</p> <p>8 succinctly today, but in theory, Edgewood can say,</p> <p>9 "Instead of in four years and having this</p> <p>10 naturally expire, we are going to voluntarily</p> <p>11 repeal this just like how we voluntarily adopted</p> <p>12 it." Then apparently there's no issue and they</p> <p>13 can play games just like the other high schools</p> <p>14 because there'll no longer be a master plan.</p> <p>15 MR. OSTLIND: I think that's a</p> <p>16 discussion for the future and not the one that's</p> <p>17 on the table here tonight, but in the brief that</p> <p>18 was filed, what I'm hearing and saw stated was</p> <p>19 that, by right, Edgewood can play athletic</p> <p>20 contests on their field due to the fact that it's</p> <p>21 called out in the uses, not because they have</p> <p>22 identified it in their master plan.</p> <p>23 MR. WAUTIER: I agree.</p> <p>24 MR. OSTLIND: So competitive athletic</p> <p>25 events are not identified in the master plan as</p>	
Transcript of Proceedings, 7-11-19	Page 98	Transcript of Proceedings, 7-11-19	Page 100
<p>1 is where it says, "No operation of improved campus</p> <p>2 master plan, including changes to the proposed use</p> <p>3 identified, open space areas, and other open space</p> <p>4 uses shall be permitted unless approved by the</p> <p>5 Plan Commission."</p> <p>6 So that infers that open space and open</p> <p>7 space uses are part of a master plan and defined</p> <p>8 in the master plan or there would be no reason for</p> <p>9 Plan Commission review.</p> <p>10 MR. WAUTIER: They're absolutely part of</p> <p>11 a master plan, and they're described in the master</p> <p>12 plan just like the ordinance says. And as</p> <p>13 Attorney Strange has indicated, the words mean</p> <p>14 something. The difference is -- is that while</p> <p>15 they're described in the master plan, there's</p> <p>16 absolutely no language indicating that they</p> <p>17 regulate or limit uses in those master plans.</p> <p>18 That language is specifically deleted in prior</p> <p>19 drafts, but it's specifically included in the very</p> <p>20 next district, the planned development district,</p> <p>21 with those master plans.</p> <p>22 MR. OSTLIND: We're not talking about</p> <p>23 planned development districts, sir.</p> <p>24 MR. WAUTIER: I entirely understand</p> <p>25 that. I'm pointing out the analogous master plan</p>		<p>1 one of the uses for the facilities -- the outdoor</p> <p>2 facilities.</p> <p>3 MR. WAUTIER: The ones that are -- I --</p> <p>4 I feel like I'm starting to be argumentative, and</p> <p>5 that's not the intention, but for clarification,</p> <p>6 you're referring to the open spaces that are</p> <p>7 called the athletics fields?</p> <p>8 MR. OSTLIND: Yes.</p> <p>9 MR. WAUTIER: I -- I would argue that</p> <p>10 that is described in --</p> <p>11 MR. LEE: Yeah, we're all -- we're all</p> <p>12 going red here. And it's a key -- it's a key</p> <p>13 point, and I -- I only want to add this: We've</p> <p>14 identified an athletic field. So a big question</p> <p>15 here is: What is the purpose of zoning? If it's</p> <p>16 to regulate the type of songs we sing, if it's to</p> <p>17 regulate the types of games we play? I mean, we</p> <p>18 don't even have in the zoning code an athletic</p> <p>19 contest. The zoning code use doesn't even use</p> <p>20 that term. We have scrimmages, practice. Those</p> <p>21 are athletic contests. We have team practices</p> <p>22 where we play skins. We have shirts; we have</p> <p>23 skins. You know, those are athletic contests.</p> <p>24 We're using terms that are not employed in the</p> <p>25 code, and zoning regulates uses at a general</p>	

Transcript of Proceedings, 7-11-19	Page 101	Transcript of Proceedings, 7-11-19	Page 103
<p>1 level. That's what the primary uses, and</p> <p>2 secondary uses does.</p> <p>3 If what we've turned zoning into in the</p> <p>4 city of Madison is not zoning at a general level</p> <p>5 but micromanaging of every single jot and tiddle</p> <p>6 of every single activity that goes on in every</p> <p>7 single open space, then we are going to be seeing</p> <p>8 a 2,000-page master plan for every single thing,</p> <p>9 especially these existing campuses. If UW has to</p> <p>10 go and explain every single activity that could</p> <p>11 possibly happen at Memorial Hall or the</p> <p>12 natatorium, diving contests, state tournaments --</p> <p>13 we have mentioned that now we have a problem with</p> <p>14 our quarterback camp. Do we have to identify</p> <p>15 every user activity; walking, chewing gum,</p> <p>16 singing? This is not the purpose of the zoning</p> <p>17 code. The zoning code regulates at a general</p> <p>18 level, and that's why we're here. We can't have</p> <p>19 athletic contests on an athletic field, and by</p> <p>20 identifying that we're using it as an athletic</p> <p>21 field, then what we're turning zoning into is</p> <p>22 something that's frankly unconstitutional.</p> <p>23 MS. BERENYI: I guess the thing that's</p> <p>24 standing out to me is that in the master plan</p> <p>25 around page 42 where it talks about open space, it</p>		<p>1 the next page, it then identifies the big grass</p> <p>2 field as athletic field and recreational space.</p> <p>3 If you look a little further to the left on that</p> <p>4 map, you have a big field that says --</p> <p>5 MR. STERETT: Make sure they know where</p> <p>6 --</p> <p>7 MR. WAUTIER: Yeah. So if you look at</p> <p>8 number 1, that's what we're talking about, the</p> <p>9 athletic fields that we're being told we cannot</p> <p>10 have athletic contests in. Number 2 up on the</p> <p>11 right, which is where all those big oak trees are,</p> <p>12 that's also described as athletic and recreation</p> <p>13 space. There's no fragmented sentence describing</p> <p>14 that. So the argument would be, under the City's</p> <p>15 interpretation, we are free to play football</p> <p>16 games, track events, lacrosse, anything else on</p> <p>17 that field because there's not a fragmented</p> <p>18 sentence, again, in the section that doesn't even</p> <p>19 describe existing uses.</p> <p>20 I will note also in the UW master plan</p> <p>21 that the Goodman facility, which is -- ironically,</p> <p>22 this is also a Goodman facility, but the Goodman</p> <p>23 facility, which is the softball facility on the UW</p> <p>24 campus is described in that master plan as the</p> <p>25 Goodman softball practice facility. Two weeks I</p>	
Transcript of Proceedings, 7-11-19	Page 102	Transcript of Proceedings, 7-11-19	Page 104
<p>1 almost seems like "athletic contests" were left</p> <p>2 out intentionally. We have a really awkward, and</p> <p>3 frankly, nongrammatical sentence, "Used for team</p> <p>4 practices and physical educational class," as</p> <p>5 if -- and?</p> <p>6 MR. WAUTIER: Yeah, there's --</p> <p>7 MS. BERENYI: There's something missing</p> <p>8 and why --</p> <p>9 MR. WAUTIER: Exactly.</p> <p>10 MS. BERENYI: Why would somebody leave</p> <p>11 that out?</p> <p>12 MR. WAUTIER: And also the words</p> <p>13 "limiting" or "only" are not included there. And</p> <p>14 what we're talking about right now is not the</p> <p>15 section in the master plan. It's actually legal</p> <p>16 existing uses, which is being used as an athletic</p> <p>17 field. What we're looking at is the future</p> <p>18 development section, a subsection called open</p> <p>19 spaces and two pages. The first page identifies</p> <p>20 in language that you're looking at that this is</p> <p>21 supposed to be read in conjunction with the</p> <p>22 following diagram of the open spaces. It says</p> <p>23 that it's owned by Edgewood high school. It's</p> <p>24 used for what you just said. It doesn't say</p> <p>25 "only." It doesn't say "limited to." You flip to</p>		<p>1 was there for the state softball competition,</p> <p>2 state high school tournament. It appeared to be a</p> <p>3 contest. I've never been to a UW softball game,</p> <p>4 but I'm pretty sure that's where they play as</p> <p>5 well. I don't read that language to be limiting</p> <p>6 it only to practice. That is the interpretation</p> <p>7 that is being put on Edgewood right now.</p> <p>8 The final point I'll make is: This</p> <p>9 zoning district came into effect January 2nd,</p> <p>10 2013. Edgewood adopted their master plan, I think</p> <p>11 it was, late '14. UW adopted a master plan maybe</p> <p>12 a year and a half ago. To my knowledge, this is</p> <p>13 the first zoning violation or alleged use</p> <p>14 violation under the Campus-Institutional District</p> <p>15 in these past six -- almost six and a half years.</p> <p>16 It works perfectly fine. Nobody was alleging that</p> <p>17 we couldn't play games there until the structure</p> <p>18 was proposed and there was outcry from some</p> <p>19 plaintiff opponents who are afraid of many things</p> <p>20 that aren't a part of the discussion tonight.</p> <p>21 Once that structure was removed, there's</p> <p>22 no point talking about the master plan, but the</p> <p>23 idea that they were going to continue the</p> <p>24 historical controls that were placed on Edgewood</p> <p>25 is what's leading us to today, because I</p>	

Transcript of Proceedings, 7-11-19	Page 105	Transcript of Proceedings, 7-11-19	Page 107
<p>1 completely agree. Before 2013 there was a lot of</p> <p>2 controls. There was residential. You had to go</p> <p>3 through conditional use. The City rezoned all of</p> <p>4 these districts, all of the districts in the city</p> <p>5 in 2013. Those other districts went away. There</p> <p>6 was a reason they did it, and there's a reason</p> <p>7 that the language reads as it does.</p> <p>8 MS. BERENYI: So just -- let me just</p> <p>9 back up a second here. So it sounds like you're</p> <p>10 saying that according to the map or the -- the map</p> <p>11 of the open spaces here --</p> <p>12 MR. WAUTIER: Yeah.</p> <p>13 MS. BERENYI: Number one is listed as</p> <p>14 athletic fields; and therefore, that implies that</p> <p>15 you have athletic contests there. So number 2 is</p> <p>16 also listed as athletic. So does Edge -- is it</p> <p>17 Edgewood's position that they can start having</p> <p>18 football games there too?</p> <p>19 MR. WAUTIER: Well, I think there would</p> <p>20 be some difficulties just in regards to safety,</p> <p>21 but under the zoning district, absolutely. I</p> <p>22 mean, there's nothing that says with any of the</p> <p>23 other high schools that if Memorial decided they</p> <p>24 didn't want to play on that field, they wanted to</p> <p>25 play in the parking lot, they could; but again,</p>		<p>1 people to adopt a master plan, and if it makes</p> <p>2 that process temporary and voluntary, how does it</p> <p>3 further the intent to have a master plan if you</p> <p>4 could intentionally or inadvertently restrict your</p> <p>5 use?</p> <p>6 MR. STRANGE: Well, the -- the purpose</p> <p>7 of a master plan is to give institutions this</p> <p>8 ten-year period of a snapshot of the campus and</p> <p>9 what they intend to propose to do there, including</p> <p>10 specifically describing the open spaces. And</p> <p>11 so -- so the fact that -- the fact that it expires</p> <p>12 or the fact that they're there may be something</p> <p>13 different under the non-master plan ordinance</p> <p>14 doesn't necessarily impede the purpose of having a</p> <p>15 master plan. It gives benefits of a master plan</p> <p>16 to the institution, and -- and then the -- in</p> <p>17 exchange for those benefits, they are governed by</p> <p>18 the master plan.</p> <p>19 In this particular case, the way that</p> <p>20 the open space is described, they did not describe</p> <p>21 the open space as being used as a stadium where</p> <p>22 athletic events are going to be taking place. So</p> <p>23 describing an open place -- open space used for</p> <p>24 athletic practices and physical education classes.</p> <p>25 In order to intensify that use and turn it into,</p>	
Transcript of Proceedings, 7-11-19	Page 106	Transcript of Proceedings, 7-11-19	Page 108
<p>1 there are going to be a lot of other issues, but</p> <p>2 from a pure zoning perspective, absolutely.</p> <p>3 And on the point about athletic fields,</p> <p>4 they use the term "athletic" so that you don't say</p> <p>5 the "soccer, football, baseball, lacrosse, you</p> <p>6 name all the other activities" field.</p> <p>7 MR. COLLINS: I have a question for the</p> <p>8 zoning administrator.</p> <p>9 MR. STERETT: Oh, yeah, we've got your</p> <p>10 mic here.</p> <p>11 MR. COLLINS: I understand that Edgewood</p> <p>12 is making an argument, essentially an equity</p> <p>13 argument, that since the master plan is a</p> <p>14 voluntary and temporary by ten-year process, they</p> <p>15 haven't been penalized for having it. So if they</p> <p>16 wanted to use the field and had not adopted the</p> <p>17 master plan -- they wanted to use it in the way</p> <p>18 that was the subject of those two official</p> <p>19 notices, what would be the process, if any, to use</p> <p>20 it that way.</p> <p>21 MR. STRANGE: I think -- I think that</p> <p>22 they would be able to do that. The fact of the</p> <p>23 matter is they have a master plan.</p> <p>24 MR. COLLINS: So I just want to</p> <p>25 reconcile because the ordinance is encouraging</p>		<p>1 as they say, by right, a stadium, I think there</p> <p>2 needs to be Plan Commission approval.</p> <p>3 MR. COLLINS: So let's just work through</p> <p>4 a few scenarios. So if an institution that's in</p> <p>5 the Campus-Institutional District does not have a</p> <p>6 master plan and they have an open field and they</p> <p>7 want to upgrade it, add stadium seating, lighting,</p> <p>8 a broadcasting system, what would be the process</p> <p>9 from the perspective of the zoning administrator</p> <p>10 or City?</p> <p>11 MR. STRANGE: Well, I think that the --</p> <p>12 I mean, it depends. The entire process depends,</p> <p>13 but let's keep it just to the -- to the issues</p> <p>14 here. If -- if all they wanted to do was turn a</p> <p>15 field into a competitive field where they were</p> <p>16 going to be holding games and that's all they were</p> <p>17 going to be doing, then I think that they would</p> <p>18 have the ability -- they weren't building any</p> <p>19 buildings that were more than 4,000 square feet,</p> <p>20 then I think they would be able to do that under</p> <p>21 the -- under the secondary uses. All right?</p> <p>22 In terms of -- of lights, there's</p> <p>23 obviously a different application that goes on,</p> <p>24 but they would fundamentally be able to play the</p> <p>25 games. And -- and like I said, Edgewood could</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 109</p> <p>1 apply to terminate its master plan and revert back 2 to that if they think that's a better process for 3 them. They could apply to repeal their master 4 plan, and they could do that. 5 MR. COLLINS: So I want to break up the 6 difference between use and development. So under 7 one scenario, let's just say that a place outside 8 of the master plan -- so it's a 9 Campus-Institutional District facility that has no 10 master plan -- and they want to change the use. 11 So they have a stadium. There's no intent to add 12 or subtract from that on the developmental side. 13 They just want to change the use from solely 14 phy-ed classes and practices to now using it for 15 competitive supporting events. Would they need 16 any involvement or input from the City to change 17 the use? 18 MR. STRANGE: Can you -- can you give me 19 the hypothetical, just a truncated version of it 20 again? 21 MR. COLLINS: Sure. It's a pre-existing 22 stadium, no change in development, only a change 23 in use, and it's out -- it does not have a master 24 plan. 25 MR. STRANGE: But it's still being used</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 111</p> <p>1 Could they do that? This would be: Could a place 2 in a Campus-Institutional District that does not 3 have a master plan do that without any further 4 approval or input from the City? 5 MR. STRANGE: I think they could, yeah. 6 MR. COLLINS: So could -- could a place 7 with a master plan sort of do the a la carte 8 version? So they have master plan -- 9 MR. STRANGE: No. 10 MS. JENKINS: Not without an amendment, 11 correct? 12 MR. STRANGE: Not without the master 13 plan. 14 MR. COLLINS: So if Edgewood wanted to 15 rescind tonight the master plan, they could start 16 playing games tomorrow? 17 MR. STRANGE: Well, it's a little more 18 complicated than that. They have -- they have an 19 ordinance that creates the master plan, so they'd 20 have to apply to repeal the ordinance, but, yes, 21 they could do that. I mean, we could have it 22 introduced at the next council meeting, or they 23 could proceed with the alteration that they have 24 on file. 25 MR. WAUTIER: So that's the point of why</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 110</p> <p>1 for athletic -- athletic events? 2 MR. COLLINS: Yeah, but they're going 3 to -- kind of as you described it, the 4 intensification of use. They're going to take 5 what was just used for phy-ed and practice, and 6 they're now going to start having intensification 7 uses, as you described it. So that could be 8 Friday football games. It could be Saturday 9 soccer games. No change in development, just an 10 intensification of use, and it's in the 11 Campus-Institutional District, and it does not 12 have a master plan. 13 MR. STRANGE: Under the words of the 14 ordinance, as long as they weren't doing something 15 that was 4,000 square feet of ground floor area or 16 more, they would be able to do that. 17 MR. COLLINS: Now let's take another 18 scenario. Let's say they're going to continue to 19 use it for the same use. So they're going to use 20 it for phy-ed, and they're going to use it for 21 practice, but they want to change the development. 22 So they want to add -- people really like these 23 practices. So they want to add bleachers. These 24 practices run long. They want to add lights, and 25 they want to add audio. It's still a practice.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 112</p> <p>1 we're here today, whether you call it a variance 2 or you call it something else. What we're being 3 told we have to do based on an interpretation of 4 the master plan, which is, we all agree, is less 5 than clear, we're being asked to go through a 6 complete rezone process when any other school or 7 any other institution with campus-institutional 8 could do all of the things that the chair just 9 indicated by right through an administrative 10 process that wouldn't require any of that. That's 11 the disparate treatment. 12 MR. OSTLIND: But you would agree that 13 part of the rationale for the master plan would be 14 to provide the benefit to the applicant of that 15 master plan a different development, review, and 16 approval process. So there was -- there was a 17 tradeoff there that, by using the master plan 18 option, that changed the review process for 19 operations of the facilities within the master 20 plan where each individual one did not need to go 21 through the standard City review process. The 22 development -- the master plan went through. It's 23 a one-time approval process. 24 MR. WAUTIER: I think we still have a 25 fundamental disagreement on whether the master</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 113</p> <p>1 plan meant to regulate or limit uses or just 2 describe those. In respect of developments and 3 structures, I absolutely agree with you. The 4 master plan process is designed to be a one-shot 5 process for any project you're talking about in 6 those next ten years. It's just architectural 7 review to follow. 8 If you don't do that, you have to do a 9 conditional use process, which is individual. 10 Even with that process, if we didn't have a master 11 plan right now -- and this stadium, which we're 12 not talking about, but if we were talking about 13 that, that process was to go -- it would come 14 through as the conditional use process. So even 15 with that, the conditional use process is a much 16 less strenuous and involved process than a 17 complete rezoning, which an amendment to the 18 master plan would be. 19 MR. OSTLIND: The zoning on the site -- 20 the specific zoning of campus-institutional would 21 not change? 22 MR. WAUTIER: Correct. It wouldn't. 23 Yep, and if we were talking about new development, 24 I think we're in line, but again, we're not 25 talking about a new development. We're talking</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 115</p> <p>1 2019, nobody issued a violation saying that the 2 master plan somehow limited your existing uses. 3 MR. OSTLIND: Well, the amendment to the 4 master plan to allow for those renovations and 5 upgrades of the facilities, that -- that was in 6 the amendment. 7 MR. WAUTIER: There was not an amendment 8 to the master plan needed to upgrade those 9 facilities. That's a perfect example of when a 10 structure under 4,000 square feet doesn't come 11 into play. The amendment was due to the expansion 12 of a parking lot. The master plan indicated that 13 that apartment was to be 30 stalls when expanded. 14 With discussions with the neighborhood plans, they 15 expanded that out to 72 stalls, and since that was 16 in an impermeable surface, it required the master 17 plan make that correction and also update the 18 stormwater exhibits. 19 MR. OSTLIND: So there's a process for 20 amending a master plan, which is the point I was 21 getting to. 22 MR. WAUTIER: When you have new 23 developments, yes. 24 MR. OSTLIND: And if athletic contests 25 are desired to be played on the facilities, then</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 114</p> <p>1 about existing uses and whether or not that master 2 plan that was voluntarily adopted by Edgewood that 3 has a fragment sentence in a 224-page document in 4 the open space section, which is the subsection of 5 the proposed development, was intended by the 6 institution to completely eliminate their 90-year 7 history of playing athletics, which they both did 8 at the time. 9 And in the amendment to the master plan 10 that was adopted, exhibits were adopted, and I 11 will note in the City's response brief, they 12 included the master plan. They didn't include the 13 master plan as amended. The first amendment of 14 the master plan updated two key exhibits, one 15 being a stormwater exhibit. It showed the new 16 track and the new field and the new astroturf all 17 included with new calculations for stormwater; and 18 the use table in regards to permeable and 19 impermeable surfaces was also updated to show that 20 in 2015, this track and field that we're talking 21 about had been gone through the process. 22 It went to landmarks. It got a DNR 23 permit. It got an electrical permit from the 24 City. All of that stuff was done. All of that 25 stuff was in the master plan. Until spring of</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 116</p> <p>1 an amendment could be made to add the athletic 2 contests of -- of the type that you had prior to 3 the master plan? 4 MR. WAUTIER: In theory, it could have 5 been, but let's play that out. So if we went and 6 went through the process without the master plan 7 and agreed that we were going to -- say we got 8 lights. Say we were going to do ten night games. 9 The master plan says we have ten night games. As 10 the City attorney has indicated, in four years, we 11 could have 465 night games. It doesn't make sense 12 that you would put that in this master plan. 13 MR. COLLINS: A lot of the submissions 14 rightfully focus on the ordinance and the -- the 15 legal part of it. There's, of course, the other 16 piece, the factual component, which is what was 17 the driving force, the games themselves behind the 18 official notices; but I want to go back. We've 19 talked kind of in broad strokes about a 90-year 20 history of sporting events, but walk me through 21 1996 and 2014 when Edgewood submitted its master 22 plans. What were the athletic competitions in 23 1996 when the master plan was submitted and 24 in 2014 when the master plan was submitted? 25 MR. LEE: What were the athletic</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 117</p> <p>1 competitions on the field?</p> <p>2 MR. COLLINS: Correct.</p> <p>3 MR. LEE: Okay. So there were football</p> <p>4 games played on the field, junior varsity and</p> <p>5 freshman football. In 1995, there was actually a</p> <p>6 varsity game played on the field. Track and field</p> <p>7 meets were conducted regularly on the field</p> <p>8 from -- you know, at least through 2006, and then</p> <p>9 there was a break period when they had to</p> <p>10 resurface track because the track had become</p> <p>11 unusable and dangerous for athletes. So when they</p> <p>12 re-surfaced the track, it picked up again, I</p> <p>13 believe it was, 2014 or 2015.</p> <p>14 Soccer games have been played on that</p> <p>15 field for -- you know, since the '90s. In the</p> <p>16 early '90s and ending in the early '90s -- I</p> <p>17 believe this is a little before the time period</p> <p>18 you were talking about -- there were baseball</p> <p>19 games played in the far northwest corner of that</p> <p>20 field. Those have since moved off campus.</p> <p>21 There's no place to play on campus.</p> <p>22 MR. STERETT: And if I may ask a</p> <p>23 clarifying question because I think this gets to</p> <p>24 the crux of this, what is an athletic contest?</p> <p>25 Does it include dodgeball? Does it include</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 119</p> <p>1 on the field. It's also played on the green</p> <p>2 space. Ultimate Frisbee has been played on those</p> <p>3 fields for years. Lacrosse is now played on those</p> <p>4 fields and --</p> <p>5 MR. COLLINS: I want to focus on the</p> <p>6 time of the master plan, 1999 to 2014.</p> <p>7 MR. LEE: Ultimate Frisbee was played on</p> <p>8 both green spaces in the '90s and the 2000s. I'm</p> <p>9 not sure if it still continues.</p> <p>10 MR. COLLINS: So the other piece of</p> <p>11 it -- so I'm kind of breaking up use and</p> <p>12 development to try to simplify. So now if we look</p> <p>13 at the development, describe the develop -- the</p> <p>14 state of the field in 1996 and 2014 and the</p> <p>15 development that occurred after approval of the</p> <p>16 master plan.</p> <p>17 MR. LEE: Okay. You might get a better</p> <p>18 answer if you call Coach Zwettler back up, but I</p> <p>19 can answer to the best of my ability as well.</p> <p>20 MR. COLLINS: He came and spoke as a</p> <p>21 representative of Edgewood. So that's fine.</p> <p>22 MR. LEE: Okay.</p> <p>23 MR. ZWETTLER: So there was never a</p> <p>24 break in action of the soccer and football</p> <p>25 programs, the lower level programs, in the time</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 118</p> <p>1 Ultimate Frisbee? Ultimate Frisbee is a</p> <p>2 recognized sport. Does that include students who</p> <p>3 go out there and compete with one another on the</p> <p>4 track, two people lined up with a stop watch? You</p> <p>5 have to --</p> <p>6 MR. COLLINS: Well, I --</p> <p>7 MR. STERETT: That's why I'm asking,</p> <p>8 because we can't answer that question in terms of</p> <p>9 what happened in '96 unless we have a definition</p> <p>10 from the City as to what even is an athletic</p> <p>11 contest.</p> <p>12 MR. COLLINS: Well, I think you're</p> <p>13 missing the point. I'm asking you for your</p> <p>14 interpretation of what were the athletic contests</p> <p>15 --</p> <p>16 MR. STERETT: Okay.</p> <p>17 MR. COLLINS: -- in 1996 when you first</p> <p>18 introduced the first master plan in 2014 from your</p> <p>19 perspective.</p> <p>20 MR. STERETT: From our perspective?</p> <p>21 Okay.</p> <p>22 MR. LEE: And can I give you some more</p> <p>23 examples. Coach Z mentioned powderpuff football</p> <p>24 games, which is -- it's a girl's flag football</p> <p>25 tournament that's played on the -- that's played</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 120</p> <p>1 I've been at Edgewood. So that includes 1996.</p> <p>2 There was at least always lower level soccer or</p> <p>3 football games going on.</p> <p>4 MR. COLLINS: And then I wanted to also</p> <p>5 ask about the development. So what were the</p> <p>6 facilities in 1996 at the time of the first master</p> <p>7 plan, 2014 at the time of the second master plan,</p> <p>8 and then we'll get to the third one, but the</p> <p>9 development that occurred after approval of the</p> <p>10 master plan. So let's walk through each of</p> <p>11 those -- well, let's just start with 1996 as best</p> <p>12 as you can recall.</p> <p>13 MR. ZWETTLER: So we had grass field.</p> <p>14 We had a cinder track, and as time went on, we</p> <p>15 were -- those facilities were deteriorating, but</p> <p>16 we contend we didn't play varsity games there. We</p> <p>17 played a game there in '94, '95. We did not play</p> <p>18 there after '95 in the varsity level. We still</p> <p>19 felt the field was safe enough to be able to play</p> <p>20 lower level games there in both soccer and</p> <p>21 football. In '99 then during the summer months,</p> <p>22 the field was -- the grass was removed. It was</p> <p>23 re-surfaced with another layer of sod and -- and</p> <p>24 grass. And the cinder track was removed, and we</p> <p>25 put a -- basically a nickel and dime track in</p>

Transcript of Proceedings, 7-11-19	Page 121	Transcript of Proceedings, 7-11-19	Page 123
<p>1 there to be able to allow us to still have</p> <p>2 practices there, and we did run some lower level</p> <p>3 parochial school 8th grade stuff there. We felt</p> <p>4 that we would be able to do that on that track,</p> <p>5 and that was done over the summer of '99, which</p> <p>6 then we reassumed in the fall of '99 the lower</p> <p>7 level contests, again specifically in soccer and</p> <p>8 football, and did run some track events there.</p> <p>9 MR. COLLINS: And then now let's jump</p> <p>10 ahead to around 2014 at the time you were</p> <p>11 submitting your master plan. What was the -- or</p> <p>12 what were, rather, the facilities like?</p> <p>13 MR. ZWETTLER: Well, obviously in 2015,</p> <p>14 we had the turf field.</p> <p>15 MR. COLLINS: I want to back up. At the</p> <p>16 time of the master plan -- so in 2014. So you're</p> <p>17 submitting this master plan to the City. What</p> <p>18 are -- what are the facilities like at that time?</p> <p>19 What has the development been from 1996 to 2014?</p> <p>20 MR. ZWETTLER: I'm not sure if I</p> <p>21 understand what you're saying. You mean, like,</p> <p>22 the condition of the field? It was grass field</p> <p>23 all the way up to --</p> <p>24 MR. COLLINS: Yeah, the grass field and</p> <p>25 any development that occurred in that time period</p>		<p>1 to 2015 or really any time after the master plan.</p> <p>2 So you've already talked about some development</p> <p>3 being with the field and with the track, but I</p> <p>4 want to back up because you mentioned bleachers.</p> <p>5 Are the bleachers there the same today as the</p> <p>6 1999 --</p> <p>7 MR. ZWETTLER: Yes, sir.</p> <p>8 MR. COLLINS: Okay.</p> <p>9 MR. ZWETTLER: Seats about 400.</p> <p>10 MR. COLLINS: Okay. So now explain</p> <p>11 after the master plan changes in the development</p> <p>12 regarding the track and the -- the field.</p> <p>13 MR. ZWETTLER: Well, in 2014 or</p> <p>14 thereabouts, we received a grant from the Goodman</p> <p>15 Foundation, which then gave us the opportunity.</p> <p>16 We -- we had been looking at -- it's always been a</p> <p>17 dream, at least of many of ours and mine</p> <p>18 specifically in 1990 when I got there, that</p> <p>19 eventually we'd be able to turn this complex into</p> <p>20 a varsity complex on a consistent basis, but funds</p> <p>21 always did not allow us to do that. And in 2014,</p> <p>22 we received a -- a grant from the</p> <p>23 Goodman Foundation which then allow us to be able</p> <p>24 to pursue the opportunity to put in a turf field</p> <p>25 and put in a modern track. And so we took</p>	
Transcript of Proceedings, 7-11-19	Page 122	Transcript of Proceedings, 7-11-19	Page 124
<p>1 from 1996 to 2014.</p> <p>2 MR. ZWETTLER: Yeah, bleachers were</p> <p>3 added in '96. Again, new track surface at that</p> <p>4 time was added in '99. The redevelopment of the</p> <p>5 grass field in '99, and that remained that way up</p> <p>6 until 2015 when the new turf facility was put in</p> <p>7 and the new track was put in.</p> <p>8 MR. COLLINS: So then the track stayed</p> <p>9 pretty consistent from about 90 -- 1999 to --</p> <p>10 through the master plan of 2014?</p> <p>11 MR. ZWETTLER: Well, it, I mean,</p> <p>12 deteriorated.</p> <p>13 MR. COLLINS: Yeah.</p> <p>14 MR. ZWETTLER: So we then reached a</p> <p>15 point, and I believe it was mentioned earlier,</p> <p>16 that in 2006 or '7 that we felt like we couldn't</p> <p>17 hold any competitions on it. So we held varsity</p> <p>18 competitions on them, and then eventually we felt</p> <p>19 like we couldn't hold even 6th, 7th, and 8th grade</p> <p>20 competitions on it, and we moved those off --</p> <p>21 offsite. Okay? But we never did move off the</p> <p>22 grass field our competition at the lower levels,</p> <p>23 the freshmen and JV games, because we still played</p> <p>24 games there.</p> <p>25 MR. COLLINS: So now let's jump ahead</p>		<p>1 advantage of it, and we got it done, and since</p> <p>2 then, that has obviously amped up the opportunity</p> <p>3 and the reality and dream once more to eventually</p> <p>4 now start playing varsity contests there</p> <p>5 specifically. I don't want it to sound like a</p> <p>6 football thing, but specifically to be able to</p> <p>7 hold evening events there because as a Badger -- a</p> <p>8 member of the Badger conference, soccer games and</p> <p>9 football games and track events do typically --</p> <p>10 are held either early evening and run into later</p> <p>11 in the evening or start at 7:00, and we wanted to</p> <p>12 be a good member of our Badger conference and be</p> <p>13 able to hold events there like the other 15</p> <p>14 schools in our conference do in the evenings as</p> <p>15 allowed, and we felt excited about that</p> <p>16 opportunity. Thus, we started the discussions in</p> <p>17 greater detail about pursuing more bleachers and</p> <p>18 ventured into obtaining lights.</p> <p>19 MR. COLLINS: So you say "more</p> <p>20 bleachers." Is that still an idea, or are they</p> <p>21 already physically there?</p> <p>22 MR. ZWETTLER: Well, we would like to</p> <p>23 increase the amount of bleachers that we have</p> <p>24 there.</p> <p>25 MR. COLLINS: So presently the bleachers</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 125</p> <p>1 there are the same --</p> <p>2 MR. ZWETTLER: Correct.</p> <p>3 MR. COLLINS: -- as 1999? What about</p> <p>4 the -- the lighting you alluded to? Is it</p> <p>5 increasing or upgrading?</p> <p>6 MR. ZWETTLER: There is no lighting. We</p> <p>7 never had lighting at this point. We did ask for</p> <p>8 a permit back in January or February, I believe,</p> <p>9 and it's on hold at this time.</p> <p>10 MR. COLLINS: And what about audio</p> <p>11 broadcasting? What is the current facilities, and</p> <p>12 when were those installed?</p> <p>13 MR. ZWETTLER: Current use of audio and</p> <p>14 sound is a temporary system we bring in that we</p> <p>15 use for the national anthem, and typical gameday</p> <p>16 contest things when a -- only on varsity soccer</p> <p>17 and/or when we held our three track meets that we</p> <p>18 held there, one of which was a parochial school</p> <p>19 track meet -- excuse me -- two track meets we've</p> <p>20 held there, and one was a varsity squad track meet</p> <p>21 that we had. We only used the audio for</p> <p>22 instruction or logistical things or in varsity</p> <p>23 soccer where a goal was scored and/or the national</p> <p>24 anthem prior to the start of the game.</p> <p>25 MR. COLLINS: And when were those</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 127</p> <p>1 MR. LEE: I would just add that as part</p> <p>2 of that amendment, Edgewood sought the approval of</p> <p>3 and obtained the approval of -- from the City of</p> <p>4 the installation of a large scoreboard to keep</p> <p>5 score during athletic contests.</p> <p>6 MR. COLLINS: So let's break that -- you</p> <p>7 had mentioned the field the City approved under</p> <p>8 the master plan or is consistent with the master</p> <p>9 plan's use?</p> <p>10 MR. TUCKER: The field?</p> <p>11 MR. COLLINS: Yes.</p> <p>12 MR. TUCKER: There was a field there,</p> <p>13 The field identified for physical education</p> <p>14 classes and team practices before and after. It's</p> <p>15 just a much nicer field now.</p> <p>16 MR. COLLINS: So I just want to clarify</p> <p>17 the process. It wasn't an independent process</p> <p>18 outside the master plan; it was through the master</p> <p>19 plan?</p> <p>20 MR. TUCKER: No. It was an independent</p> <p>21 process outside of the master plan. It was</p> <p>22 basically just submitting plans to the City</p> <p>23 engineering people, the stormwater. Just the</p> <p>24 types of things that you to go through in order to</p> <p>25 disturb a certain amount of dirt. You know, over</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 126</p> <p>1 developments added?</p> <p>2 MR. ZWETTLER: Well, they are not</p> <p>3 develop -- they're -- they're a temporary -- it's</p> <p>4 a system we bring out on a cart.</p> <p>5 MR. COLLINS: All right. So when did</p> <p>6 you start bringing out the system?</p> <p>7 MR. ZWETTLER: Oh, probably more</p> <p>8 specifically in 2015 or '16 when we started</p> <p>9 playing varsity soccer contests on a more regular</p> <p>10 basis on our campus.</p> <p>11 MR. COLLINS: So this is a question</p> <p>12 really for both sides. What was the process that</p> <p>13 Edgewood used with the City for the developmental</p> <p>14 improvements after the master plan that would be</p> <p>15 improvements to the track and the turf or the</p> <p>16 field?</p> <p>17 MR. TUCKER: The -- the new field? The</p> <p>18 current field?</p> <p>19 MR. COLLINS: The post-2014.</p> <p>20 MR. TUCKER: Yeah. So we reviewed and</p> <p>21 approved the implementation of that field. We</p> <p>22 found it to be consistent with the master plan</p> <p>23 that showed a field there. So they were allowed</p> <p>24 to replace that field with this new astroturf</p> <p>25 field and track facility.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 128</p> <p>1 4,000 square feet disturbed requires erosion</p> <p>2 control, all of the construction-related processes</p> <p>3 for implementing this feature.</p> <p>4 MR. COLLINS: And was the track a</p> <p>5 separate or the same process?</p> <p>6 MR. TUCKER: I believe the track was all</p> <p>7 part of that.</p> <p>8 MR. COLLINS: I'm seeing head nodding</p> <p>9 from Edgewood. So that's --</p> <p>10 MR. LEE: I just want to say again that</p> <p>11 these were all reviewed and approved by the City.</p> <p>12 Every change that was made out there was reviewed</p> <p>13 and approved by the City.</p> <p>14 MR. COLLINS: I'm not alleging it</p> <p>15 wasn't. I want to know the process that was used</p> <p>16 from both sides' perspectives.</p> <p>17 MR. LEE: Understood.</p> <p>18 MR. COLLINS: What about the scoreboard</p> <p>19 you discussed? When was that, and what was the</p> <p>20 process used to approve the scoreboard?</p> <p>21 MR. LEE: So it was -- it was approved</p> <p>22 as part of the 2015 amendment, and as Mr. Tucker</p> <p>23 was describing, the City actually reviewed and</p> <p>24 approved an additional electrical permit for the</p> <p>25 operation of the scoreboard, and the scoreboard</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 129</p> <p>1 operates today.</p> <p>2 MR. COLLINS: And what was the City's</p> <p>3 perspective about the process for the scoreboard?</p> <p>4 MR. TUCKER: I would assume there would</p> <p>5 be an electrical permit submitted, but let's --</p> <p>6 I'm not recalling -- there might have been -- I</p> <p>7 know there was a scoreboard there before that --</p> <p>8 and there is a newer score -- scoreboard there</p> <p>9 today. And so I -- I don't recall us taking any</p> <p>10 position on it scoreboard for scoreboard.</p> <p>11 MR. WAUTIER: Just a clarification. So</p> <p>12 as John and others have described, the</p> <p>13 improvements, for lack of a better word, to change</p> <p>14 turf and the track, I want to be clear, those</p> <p>15 improvements as Matt had indicated were located</p> <p>16 where they always existed a track and a field, and</p> <p>17 that's key if the track that you're going down is</p> <p>18 whether or not Edgewood has an existing</p> <p>19 nonconforming use.</p> <p>20 Our argument is that we have a permitted</p> <p>21 use by right. If you disagree with that argument,</p> <p>22 another argument is that since we've been doing it</p> <p>23 for 90 years, we have a legal nonconforming use.</p> <p>24 Under Wisconsin state law, a legal nonconforming</p> <p>25 use expires if you expand your use, but "expand"</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 131</p> <p>1 MR. WAUTIER: I believe the violation</p> <p>2 that was sent is specific to field number 1.</p> <p>3 MS. JENKINS: Okay.</p> <p>4 MR. WAUTIER: It was for four soccer</p> <p>5 games, one lacrosse game, and a middle school</p> <p>6 track meet.</p> <p>7 MS. JENKINS: So it was field number 1</p> <p>8 that is in violation and not 2?</p> <p>9 MR. LEE: Allegedly.</p> <p>10 MR. WAUTIER: We received a violation</p> <p>11 for field number 1, yes.</p> <p>12 MS. JENKINS: So is field number 1 used</p> <p>13 for competitive games currently or historically</p> <p>14 speaking?</p> <p>15 MR. LEE: Well, historically, it's been</p> <p>16 used for powderpuff football as I described before</p> <p>17 and also recreational Ultimate Frisbee. I don't</p> <p>18 believe it's ever been used for competitive games</p> <p>19 against other high schools, but sort of intramural</p> <p>20 games are regularly played out on that field or,</p> <p>21 you know, at least were in the '96 to 2014 period</p> <p>22 we're talking about.</p> <p>23 MS. JENKINS: So in following the</p> <p>24 timeline that you had presented and also from</p> <p>25 testimonies, it sounds that -- I mean, it sounds</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 130</p> <p>1 is specific to location and size and boundaries.</p> <p>2 State law and case law is very clear that simply</p> <p>3 increasing the use or intensity of that use is not</p> <p>4 an expansion of that use.</p> <p>5 So in our instance, if one game was</p> <p>6 played every 12 months, you could now play games</p> <p>7 every day, and that is not an expansion of the</p> <p>8 use. We believe that we've used that field on a</p> <p>9 consistent basis for many years. There is</p> <p>10 athletic contests every year, but there's almost</p> <p>11 daily use of these facilities because they're</p> <p>12 recreational facilities of a very large campus,</p> <p>13 and people who have driven by there or have lived</p> <p>14 there know that there's people out there every</p> <p>15 day. Whether it's somebody walking around the</p> <p>16 track, a class that's sitting out there, a game</p> <p>17 that's being played, that area has always been</p> <p>18 used as these pictures show. They're very worn,</p> <p>19 run areas.</p> <p>20 MS. JENKINS: This is actually a good</p> <p>21 segue for a question that I've been waiting to</p> <p>22 ask, which is, I -- I keep hearing the singular</p> <p>23 reference to the field. So for clarification</p> <p>24 purposes, are we speaking of field number 1 or</p> <p>25 field number 2 or both?</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 132</p> <p>1 to me that there has been competitive sporting</p> <p>2 events occurring at the field for quite some time;</p> <p>3 however, I'm really curious that in terms of the</p> <p>4 development of the master plan sort of what Allie</p> <p>5 had alluded earlier in knowing that it's</p> <p>6 competitive -- you know, the use of the fields for</p> <p>7 competitive sports has been innate as part of the</p> <p>8 culture for the school, why was it not, you know,</p> <p>9 mentioned? I mean, it just seems like it's such a</p> <p>10 minor detail, but one that matters today, right,</p> <p>11 because we talked about team practices, but you</p> <p>12 don't talk about games.</p> <p>13 MR. LEE: So first of all, I want to</p> <p>14 congratulate you on your first question as a</p> <p>15 member of the zoning board.</p> <p>16 The description in the master plan is --</p> <p>17 and as you can see right on here, we note that</p> <p>18 field 1 is used as an athletic field for athletic</p> <p>19 fields and recreational space. Okay? Then go to</p> <p>20 the master plan, it repeats that. It incorporates</p> <p>21 that -- under Section 3.8, it incorporates that</p> <p>22 specifically, and then as Nathan pointed out, it's</p> <p>23 in the section on future proposed uses, and that's</p> <p>24 where it lists practice and phy-ed -- expanded</p> <p>25 practice and phy-ed.</p>

Transcript of Proceedings, 7-11-19	Page 133	Transcript of Proceedings, 7-11-19	Page 135
<p>1 The -- the ordinance, subsection 5(c)</p> <p>2 requires that as part of the master plan, as part</p> <p>3 of the contents of the master plan, they include a</p> <p>4 description of existing conditions on the campus</p> <p>5 and the proposed conditions under the master plan.</p> <p>6 The description of the existing conditions on the</p> <p>7 campus was that field number 1 is used as an</p> <p>8 athletic field and as a recreational space. Okay?</p> <p>9 And then for the proposed conditions,</p> <p>10 two of the examples listed are phy-ed and -- and</p> <p>11 practice -- after school practice. Okay? The</p> <p>12 description, we feel, of the field number 1 as an</p> <p>13 athletic field is sufficient to encompass</p> <p>14 athletics. Okay? The description of it as a</p> <p>15 recreational space is sufficient to encompass</p> <p>16 recreation, and we feel that the UW master plan</p> <p>17 completely supports that because they describe</p> <p>18 their uses for their sports complexes almost</p> <p>19 identically to the way Edgewood described them.</p> <p>20 MS. JENKINS: So really what I'm hearing</p> <p>21 is -- what you're saying is that your</p> <p>22 interpretation of the term being used for</p> <p>23 athletics or physical education it's all</p> <p>24 encompassing.</p> <p>25 MR. LEE: I'm saying that it's -- I'm</p>		<p>1 MR. STERETT: And I would add that we</p> <p>2 have to focus on the -- the only two institutions</p> <p>3 that have gone through this process treated it the</p> <p>4 same way. UW, with the McClain track, Nielsen</p> <p>5 tennis stadium. The other conditions -- you can</p> <p>6 even see in their Table 4.1, conditions --</p> <p>7 existing conditions: Building use, athletics.</p> <p>8 That's all it says. Again, we're talking about a</p> <p>9 general use; athletics, athletics, athletics.</p> <p>10 That's all they identified. That didn't identify</p> <p>11 what specific games; varsity, JV. That wasn't the</p> <p>12 level at which anybody was asked to identify the</p> <p>13 activities.</p> <p>14 MS. JENKINS: I think back to my</p> <p>15 point -- I'd just like to follow up on that -- is</p> <p>16 that in the main paragraph of Section 3.8, it does</p> <p>17 create that dedicated green space -- green and</p> <p>18 open spaces are for recreation. So in terms of</p> <p>19 people walking around, by definition, would fit</p> <p>20 under recreation. Would you not agree?</p> <p>21 MR. STERETT: Sorry. We have one mic to</p> <p>22 pass.</p> <p>23 MR. WAUTIER: I'm looking at number 1,</p> <p>24 and I just see it says athletic field owned by the</p> <p>25 high school. Used for team practices.</p>	
Transcript of Proceedings, 7-11-19	Page 134	Transcript of Proceedings, 7-11-19	Page 136
<p>1 saying that it is an accurate description of the</p> <p>2 existing conditions and the existing uses on the</p> <p>3 property at the time the master plan was prepared</p> <p>4 in 2014, and it's also an adequate description of</p> <p>5 the proposed uses, the proposed new uses --</p> <p>6 proposed additional uses.</p> <p>7 MS. JENKINS: Okay. I guess what I'm</p> <p>8 asking is: Do you still feel or believe that the</p> <p>9 term "team practices" and "physical education</p> <p>10 classes" defines competitive games or if they're</p> <p>11 meant to be synonymous, I guess, is kind of what</p> <p>12 I'm asking?</p> <p>13 MR. WAUTIER: You make an excellent</p> <p>14 point on the -- from the aspect of athletics.</p> <p>15 We're saying that's specifically called out</p> <p>16 because it's written in conjunction with the words</p> <p>17 "athletic field," but your point is well-taken in</p> <p>18 that anything else that happens out there, whether</p> <p>19 it's a neighbor walking on the field, whether it's</p> <p>20 you that wants to go and sit in the field and read</p> <p>21 a book, whether it's a farmer's market being held;</p> <p>22 none of that is allowed based on the City's</p> <p>23 interpretation.</p> <p>24 Clearly, this master plan was not</p> <p>25 intended to permit any of that.</p>		<p>1 MS. JENKINS: It's the paragraph above</p> <p>2 that, perhaps the last sentence. Maybe second to</p> <p>3 the last sentence.</p> <p>4 MR. WAUTIER: So the general one. "Open</p> <p>5 space for recreation, stormwater management, and</p> <p>6 providing a" -- and so your point is the things</p> <p>7 that I described would all be classified as</p> <p>8 recreation?</p> <p>9 MS. JENKINS: Correct. So you used the</p> <p>10 example of people walking.</p> <p>11 MR. WAUTIER: Mm-hmm.</p> <p>12 MS. JENKINS: I mean, for parks, that's</p> <p>13 --</p> <p>14 MR. WAUTIER: Yeah.</p> <p>15 MS. JENKINS: Normally it's where people</p> <p>16 walk.</p> <p>17 MR. WAUTIER: Yes.</p> <p>18 MS. JENKINS: And I did -- I meant to</p> <p>19 say is that, you know, recreation is broadly used</p> <p>20 in that sense, and that would cover all the</p> <p>21 typical activities one would expect.</p> <p>22 MR. WAUTIER: Including athletic</p> <p>23 contests?</p> <p>24 MS. JENKINS: I -- I think that's really</p> <p>25 the question of technicality in terms of athletic</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 137</p> <p>1 contests because in section 1, you actually 2 specifically called out two specific activities 3 and -- and just left it as, right? So my 4 follow-up question to the -- I mean, to the City 5 is that: Would the current interpretation change 6 if, for instance, the master plan, the language 7 included in parens, e.g. as an example and lists 8 those two out and, therefore, competitive 9 activities would be conclusive? 10 MR. TUCKER: Could you repeat that. 11 Sorry. 12 MS. JENKINS: No, that's okay. Just a 13 question about the language, right, because the 14 master plan currently called out two specific uses 15 of the -- of the field; one being for -- is that 16 team practices? And then second being -- it'll 17 come to me -- physician education classes. When 18 that sentence was slightly modified grammatically 19 in that they included in parentheses and -- with 20 the e.g. "Team practices, PE classes," would that 21 then -- would this issue be null, if that's the 22 case? Like, a nonissue, so to speak? 23 MR. STRANGE: I don't -- I don't think 24 so, if I'm understanding your question correctly. 25 I think -- I think what we're -- I think maybe the</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 139</p> <p>1 a building permit. When somebody comes in to get 2 a building permit to renovate their kitchen, the 3 building inspection doesn't ask whether you're 4 going to install an IKEA kitchen or a \$200,000 5 chef kitchen. The -- the level of kitchen doesn't 6 -- doesn't matter. It's the intensification of 7 the use here that turned it into something other 8 than open space. 9 MS. JENKINS: So is the issue really the 10 fact that the field is classified as an open space 11 and not -- 12 MR. STRANGE: It's identified as an open 13 space used for physical education classes and team 14 practices, and we think that that's not what it's 15 being used for. 16 MR. LEE: It's identified as an athletic 17 field and a recreation space with some 18 representatives or examples of activities. I'm 19 just correcting the record. 20 MR. STRANGE: The allowable uses -- the 21 master plan requires a listing of the allowable 22 uses, and the allowable -- 23 MR. LEE: We're off too. 24 MR. STRANGE: Maybe that's a sign. 25 The -- the requirements for what you</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 138</p> <p>1 point we're -- we're getting beyond here is that 2 master plan identifies this area as an open space 3 and talks about what it's used for; practices and 4 classes. The zoning administrator's 5 interpretation is that at some point, that is no 6 longer an open space, because when you take the 7 field like they have there and begin playing 8 intensification of uses like that, athletic 9 contests that bring people in that have a -- have 10 an impact on the neighborhood, then you're 11 effectively turning it into a stadium. That is a 12 fundamental change of use that requires 13 Plan Commission approval. 14 And so the -- the fact that they've 15 identified it as an open space and not as one of 16 those other uses in the list, is -- I think it is 17 the basis of the zoning administrator's 18 interpretation. 19 Now, theoretically, I suppose that you 20 could have considered the installation of the 21 field as the intensification of the use, but there 22 was no indication to him anyway that the -- that 23 they were intensification of the actual games. He 24 looked at it as a field for a field. And it's 25 not -- it's not too dissimilar to the issuance of</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 140</p> <p>1 include in a master plan are -- you're supposed to 2 include land uses and buildings. And this is 3 where you get those, and they did not include that 4 in their -- in their description of the master 5 plan. 6 MS. JENKINS: So in -- so what you're 7 saying is it's not included in the specific 8 section where it should have been to -- 9 MR. STRANGE: It's not -- it's not in 10 the -- 11 MS. JENKINS: -- properly classify the 12 current use or the intended use of that field? 13 MR. STRANGE: It's not in there at all, 14 is what I'm saying. They identified as an open 15 space, not as a stadium or where -- where you 16 would expect contests to be played. 17 MR. LEE: Can I speak to your question 18 on the definition of recreational or recreation? 19 MS. JENKINS: Mm-hmm. 20 MR. LEE: Okay. I find it interesting 21 that recreational is potentially excluded from -- 22 you know, athletic contests are potentially 23 excluded from the definition of recreation 24 considering that -- in Edgewood's master plan 25 considering that in University of Wisconsin's</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 141</p> <p>1 master plan, a natatorium, where we all know is a 2 place that the University of Wisconsin holds 3 competitive swim meets all the time. It holds the 4 WIAA swim meet every year. Every year it's at the 5 natatorium. That's described in UW's master plan 6 as a recreational facility to be used for rec 7 sports. Matt Tucker is never going to issue a 8 notice of violation on UW for holding competitive 9 sports at the natatorium. Okay?</p> <p>10 The Goodman softball complex is listed 11 as the Goodman softball practice facility. They 12 play competitive games there all the time. They 13 played the WIAA state tournament there two weeks 14 ago, as Nathan pointed out. The zoning 15 administrator is never going to issue a violation 16 to the University of Wisconsin for playing 17 competitive games at the softball practice 18 facility.</p> <p>19 The Near West fields and the Near East 20 fields on the UW-Madison's campus are used for 21 competitive games all the time. Their description 22 in the UW master plan are, in the Near West 23 field's case, recreation fields. In the Near East 24 field's case, recreation.</p> <p>25 The zoning administrator is never going</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 143</p> <p>1 was completely in your hands?</p> <p>2 MR. WAUTIER: This is a 200- and -- I 3 think I referenced -- -24 page document. Again, 4 the language that we're looking at to indicate 5 that Edgewood intentionally tried to limit or 6 restrict and eliminate a 90-year history is not in 7 the first section that talks about existing uses 8 or existing conditions. It's in (3), which is 9 proposed conditions, subsection open spaces, and 10 then it is a two-part, one-sentence description in 11 conjunction with a diagram, and as has been 12 pointed out, a sentence fragment that doesn't have 13 any limiting language or say "only" or anything 14 else is being pointed to as an intentional and 15 voluntary forfeiture by Edgewood for ten years.</p> <p>16 Clearly, that's not what that was meant 17 to do, but I'm still in disbelief that it's being 18 pointed to as controlling existing uses. It's in 19 the proposed conditions section.</p> <p>20 MS. BERENYI: I guess -- I -- I guess 21 what gives me pause is that it was intentionally 22 left out so as to make the process of approval go 23 more smoothly because the neighborhood is not 24 100 percent behind the improvements to the stadium 25 or the making of the stadium, and so to sort of</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 142</p> <p>1 to issue a notice of the violation against the 2 University of Wisconsin for playing competitive 3 games on the Near West fields or the Near East 4 field.</p> <p>5 MR. COLLINS: Isn't this essentially a 6 diversion that -- it's sort of saying, "I got a 7 speeding ticket, but I shouldn't have to pay it 8 because somebody was speeding next to me"? I 9 mean, let's get back back to the core issue, which 10 is you have a master plan, and let's focus on 11 that. I think the examples are certainly 12 providing illustrations, but we don't necessarily 13 need a laundry list of them. You had the 14 opportunity to put recreational sports; you had 15 the opportunity to put competitive sports. In 16 fact, you submitted your plan a week before UW.</p> <p>17 So let's just go back to the really 18 basic question. If you're playing games there 19 in 2014, and you're looking to upgrade the 20 fields -- in fact, you get a grant or you applied 21 for a grant in 2014, were you intending to use 22 that for phy-ed and for practice, or were you 23 intending to use it for competitive sporting 24 events? And if it was on your mind, why not just 25 include that in the master plan since the power</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 144</p> <p>1 downplay that so far as to, in fact, take it off 2 of the table makes that master plan go through the 3 process a little more smoothly.</p> <p>4 And that's where I'm getting a little 5 bit hung up here, is it's such an obvious use. 6 It's been used like that for 90 years. Why 7 wouldn't you include it? Why not just say it? 8 Because -- why not?</p> <p>9 MS. KLEHR: I agree to that end. 10 Sometimes we're really parsing this out in code 11 and becoming very specific about words, and the 12 zoning code is more complex than your master plan, 13 yet on the master plan, "Well, the phrase didn't 14 get included" or "It's a 220-page document, and we 15 didn't say 'competitive field,' but clearly we 16 meant it."</p> <p>17 The City's being held to their zoning 18 code that they have to be perfect with their 19 wording. I'd like to ask why you submitted a 20 master plan? What was the benefit to Edgewood 21 except to maybe have some use that your inner 22 residential neighborhood and all the places that 23 you've been naming like UW, they're not across the 24 street from houses. Those are very different 25 situations.</p>

Transcript of Proceedings, 7-11-19	Page 145	Transcript of Proceedings, 7-11-19	Page 147
<p>1 MR. LEE: Yes, they are.</p> <p>2 MS. KLEHR: Well, some of them are, but</p> <p>3 the softball field is down --</p> <p>4 MR. LEE: The softball field is right</p> <p>5 next to Shorewood.</p> <p>6 MS. KLEHR: Not right across the street</p> <p>7 from houses like that, but we're not getting into</p> <p>8 that right now. There are times --</p> <p>9 MR. COLLINS: This is an open hearing,</p> <p>10 and we certainly welcome the public to be here;</p> <p>11 however, if the public is going to make comments</p> <p>12 and audibles that are distracting to Edgewood to</p> <p>13 answer their questions or to the City -- we will</p> <p>14 certainly maintain and keep this an open meeting,</p> <p>15 but we will have to take steps. So, please, keep</p> <p>16 your comments and wait for the public comment</p> <p>17 period.</p> <p>18 MS. KLEHR: Okay. I want to clarify</p> <p>19 that. Part of having this district is because it</p> <p>20 was difficult to get permits in a residential</p> <p>21 zone.</p> <p>22 AUDIENCE MEMBER: We can't hear.</p> <p>23 MR. STRANGE: We're all out.</p> <p>24 (Discussion held off the record.)</p> <p>25 MS. KLEHR: Okay. Can I speak loudly?</p>		<p>1 favored openness, transparency, and public</p> <p>2 disclosure of its intentions. Okay?</p> <p>3 So that's why it prepared a 224-page</p> <p>4 document that said, "This is everything we're</p> <p>5 planning on doing to develop our property, to</p> <p>6 change the face of our property over the course of</p> <p>7 the next ten years." Okay? And when we listed</p> <p>8 the field as an athletic field, that was nothing</p> <p>9 new. Okay? What was new were some of the</p> <p>10 structures we proposed. Okay? We had to do an</p> <p>11 amendment because we wanted to make the parking</p> <p>12 lot bigger. Okay? We had to go through an</p> <p>13 amendment process for that.</p> <p>14 MS. KLEHR: How did you ask for the</p> <p>15 scoreboard then? What was the purpose behind a</p> <p>16 new scoreboard? How did you word that when you</p> <p>17 asked for that?</p> <p>18 MR. LEE: So --</p> <p>19 MS. KLEHR: Was it for practices or</p> <p>20 recreational use or -- I mean, I'm trying to</p> <p>21 understand if you ever presented to the City that</p> <p>22 this was -- you were going to have competitions.</p> <p>23 Now, whether you should or shouldn't, that's not</p> <p>24 the question here. Did you ever give the City a</p> <p>25 chance to respond that, "We're going to have</p>	
Transcript of Proceedings, 7-11-19	Page 146	Transcript of Proceedings, 7-11-19	Page 148
<p>1 MR. LEE: It's fine with me.</p> <p>2 MS. KLEHR: All right. Was one of</p> <p>3 the -- I'm not sure on your purpose of submitting</p> <p>4 the master plan. Was one of them being that</p> <p>5 you're in a district and this helps deal with the</p> <p>6 fact that you're in a residential area where you</p> <p>7 were having trouble getting approvals before? So</p> <p>8 now this new district is actually beneficial to</p> <p>9 help you work on what you'd like to do with the</p> <p>10 campus, but you're still -- it doesn't mean you're</p> <p>11 not in a residential district anymore.</p> <p>12 So was the master plan submitted out of</p> <p>13 the goodness of your heart? Was it to deal with</p> <p>14 the fact that you're in a residential district and</p> <p>15 you get pushback? What was the real purpose or</p> <p>16 advantage to you to submit a master plan?</p> <p>17 MR. LEE: Edgewood submitted a master</p> <p>18 plan because it -- Edgewood submitted a master</p> <p>19 plan because I wanted to be involved -- it</p> <p>20 wanted -- it believed in the process that the</p> <p>21 C-I District ordinance set up. It is what the</p> <p>22 City Council -- the Common Council encouraged.</p> <p>23 Okay? It's what the text of the ordinance</p> <p>24 encourages, and Edgewood was -- because it had a</p> <p>25 complicated history with the neighborhood, it</p>		<p>1 competitions here" --</p> <p>2 MR. LEE: I mean --</p> <p>3 MS. KLEHR: -- "and that's why we want a</p> <p>4 scoreboard, and that's why we have this field."</p> <p>5 MR. LEE: The fact that Edgewood played</p> <p>6 games on its field and intended to play games on</p> <p>7 its field was never a secret. We had been playing</p> <p>8 openly for 90 years, and during the entire master</p> <p>9 plan process, we were playing openly on the field.</p> <p>10 I don't -- I can't imagine what there would be a</p> <p>11 need of for a new scoreboard if all you're doing</p> <p>12 is practicing and doing a phy-ed class.</p> <p>13 So can I point to a specific document</p> <p>14 that says, "We want a new scoreboard so that we</p> <p>15 can keep score during our football, soccer, and</p> <p>16 other com -- you know, competitions"? I can't</p> <p>17 point you to that document.</p> <p>18 MS KLEHR: Okay.</p> <p>19 MR. LEE: But it absolutely was not a</p> <p>20 secret that Edgewood had been playing games on its</p> <p>21 field, was then playing games on this field, and</p> <p>22 would continue playing games on this field. In</p> <p>23 fact, from the original time that the original</p> <p>24 master plan enacted through the 2015 amendment</p> <p>25 through March of 2019, Edgewood had been, again,</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 149</p> <p>1 quite openly playing games, we didn't get a notice 2 violation until March of 2019. 3 MR. STERETT: And I just want to tie 4 into that because this is a critical point, and it 5 brings in the Religious Land Use Act, which we 6 haven't talked about much. And one of the ways in 7 which a substantial burden on your activity can be 8 incurred is if the City had a blind -- blindness 9 to the existing facts. I think it's risible to 10 say that the City is unaware of Edgewood's history 11 of using it as an athletic field. We identified 12 it as an athletic field. It's been there for a 13 hundred years. 14 You can see it at the farmer's market. 15 You can see it. It's brand new. It's got the 16 scoreboard, and -- and this type of -- treating 17 the athletic field and saying it can't be used as 18 an athletic contest or not knowing that Edgewood 19 has had it, that's the type of thing that brings 20 into play this Religious Land Use Act. You cannot 21 treat a religious institution differently than a 22 nonreligious institution. 23 It's equal terms that must be applied, 24 and that's -- I just wanted to make that point, 25 and just on that point, this is not anything</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 151</p> <p>1 you're in a historic district, that's a simple -- 2 you're not changing the structure. You can do the 3 maintenance. You may need a building permit for 4 it, but zoning looks at it as a simple 5 replacement, and that's the type of analysis that 6 was taking place at that point? 7 MR. TUCKER: Yeah. Maybe a better 8 analogy would be repaving your driveway. Say you 9 had a gravel driveway and you wanted to put 10 concrete in. It was improving the surface, but it 11 was a driveway before, and it's a driveway after. 12 MR. OSTLIND: And then earlier, the 13 Edgewood representatives referred to the Special 14 Districts section of the zoning code and were 15 suggesting that -- if I remember that correctly, 16 that that's what makes the uses available by right 17 as opposed to simply looking at the 18 Campus-Institutional District language that we 19 should be looking at something beyond that in our 20 review of this. So they were referring to the 21 special district section? 22 MR. STRANGE: I would dis -- 23 MR. OSTLIND: Do you remember? 24 MR. STRANGE: I remember. It's been a 25 while now. I would disagree with that. It -- it</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 150</p> <p>1 exceptional. This is -- it's an equal treatment 2 question. We're not asking for preferential 3 treatment, as was alluded to earlier. So -- 4 MR. OSTLIND: I've got a couple of 5 questions for the City. In -- in talking about 6 the upgrades that were made to the athletic field, 7 the new turf and the surface for the track and 8 replacement of the existing scoreboard, those were 9 treated as maintenance and repairs when they were 10 brought to the City? Is that a reasonable 11 consideration? It wasn't seen as changing what 12 they had; it was -- 13 MR. TUCKER: That's correct. 14 "Maintenance" is a hard term to use when you 15 completely lift up the dirt and sod and whatever 16 the track was and put down there what they put 17 down, but it was an in-kind replacement, is how we 18 looked at it. When they asked us -- when they 19 approached us about wanting to do that, we said -- 20 we opened the master plan and said, "Oh, yes, 21 there's this open space, and there's a field. 22 Sure, you can replace that." 23 MR. OSTLIND: And that's fairly typical 24 of -- throughout much of zoning that if -- if you 25 want to change the shingles on your roof, unless</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 152</p> <p>1 talks about what's permitted in the special 2 districts except for the Campus-Institutional, 3 which says that those are listed in the 4 Campus-Institutional District ordinance. 5 The other thing it talked about was the 6 planned development and how the language in the 7 planned development ordinance is different than 8 the language in the C-I District ordinance. Well, 9 I would submit that there's a good reason for 10 that, which is we -- in the planned development, 11 we don't know what kind of uses are going to be in 12 there either as permitted or conditional because 13 there is no prediction. 14 The whole purpose of a planned 15 development is when you have a proposal that 16 doesn't fit in any district. And so it would make 17 sense to include specific language saying that in 18 that zoning test, you need to specifically state 19 what the permitted conditional uses are. The 20 difference with the C-I District -- the difference 21 with the C-I District ordinance is that they knew 22 what those -- what those uses were going to be. 23 They were the kinds of uses that are -- are found 24 on a major medical or educational institution. 25 And so -- and so they listed them there, and there</p>

<p>Transcript of Proceedings, 7-11-19 Page 153</p> <p>1 was no need to further define them. They felt 2 like they had further -- they had specifically 3 defined them far enough. 4 So I don't think -- I don't disagree 5 with the -- the analysis used to get to where they 6 want to go there. And in terms of their argument 7 about the proposed use, I mean, again, coming back 8 to Section 10, no alteration of approved campus 9 master plan including changes of a proposed use of 10 an identified open space area. It says right 11 there, "includes proposed use," and that's where 12 it is in the master plan. The proposed use in 13 open space, open space used for practice and 14 classes. It doesn't identify it as anything else, 15 and so that -- the description of how they want to 16 use it now, including the land contest, is a 17 fundamental change to that use that requires 18 Plan Commission approval. 19 MR. LEE: Can I -- can I interject on 20 that? I mean, I think you just heard a concession 21 from the City. The Plan Development District 22 ordinance requires -- and I'm quoting in 23 Section 28.098(4)(a) -- "Planned Development 24 Districts shall identify the following 25 information: All proposed land uses."</p>	<p>Transcript of Proceedings, 7-11-19 Page 155</p> <p>1 games; and all we're saying is we want to be 2 treated the same way because we described our 3 athletic field the same way in our master plan as 4 UW described their athletic facilities in their 5 master plan. 6 MR. COLLINS: I understand today your 7 position. I understand today your position is you 8 don't need to amend the master plan. So explain 9 to me why you took steps to amend the master plan 10 to permit daytime and nighttime athletic games. 11 If today you're saying it wasn't needed, clearly 12 Edgewood either had a different objective purpose 13 or, maybe, even understanding of the code at the 14 time it pursued and attempted to amend the master 15 plan for daytime and nighttime games. 16 MR. WAUTIER: I -- thank you for asking 17 that question. So I guess what I got here was 18 sometime last year Edgewood proposed building 19 what's been called "the stadium." That stadium 20 involved the building of a structure. That 21 structure was not identified in the master plan. 22 By definition in the ordinance, it would require 23 an amendment to your master plan, and if you don't 24 have a master plan, you go through a conditional 25 use process.</p>
<p>Transcript of Proceedings, 7-11-19 Page 154</p> <p>1 There is no language in the C-I District 2 zoning ordinances that even approaches that. It 3 just says that you have to include a description 4 of existing conditions. It doesn't say, "all 5 proposed land uses." It doesn't say, "List the 6 private quarterback camp." It doesn't say, you 7 know, "List the -- the parochial school track meet 8 and parochial school football -- flag football 9 competitions." It doesn't -- it doesn't say 10 "all." It just says a description. 11 So I'm going to get back to a point that 12 I've made few times, and you're going to get tired 13 of hearing it, but we described the field as an 14 athletic field and a recreational space. All 15 you've got to do to agree with us is -- is agree 16 that identifying the athletic field as a field for 17 athletics or a space -- as a space for 18 recreational encompasses competitive games. And 19 the reason I'm making the comparison to UW-Madison 20 is because I think it's good enough for 21 UW-Madison. 22 Edgewood agrees with and endorses UW's 23 ability to use the nat, the Goodman's softball 24 complex, the Shell, the Kohl Center, the 25 University Bay Fields, any of it for competitive</p>	<p>Transcript of Proceedings, 7-11-19 Page 156</p> <p>1 That was the application that was put 2 in. During that process, there was concern 3 expressed from some neighbors in regards to the 4 stadium. There was a neighborhood meeting held. 5 The zoning administrator attended that meeting. 6 Coming out of that meeting was an e-mail that 7 indicated, "Hey, I did not realize that you were 8 doing things on that field that were beyond gym 9 class and physical education. So you need to 10 amend your application to include specific uses 11 that are going to be on that field, and those 12 specific uses can then be adopted in that master 13 plan amendment process. Remember, it's expiring 14 in four years, so those go out the window again. 15 That's how those uses and limitations 16 came about. We never went to the Plan Commission. 17 Once we looked at that and made the determination 18 that these master plans shouldn't have uses, 19 because they weren't included when the original 20 master plan was adopted or other master plans and 21 they weren't included when the parking lot was 22 included -- farmer's market's not listed as a use. 23 There's no exclusions, but now they're being 24 included? We said, "No, that's not right. We're 25 pulling out of that process," and that's when we</p>

<p>Transcript of Proceedings, 7-11-19 Page 157</p> <p>1 stopped that application. 2 We're no longer asking for a structure. 3 We're no longer -- all we are asking right now is 4 that our existing uses be allowed like they have 5 been allowed prior to the zoning violation that 6 came out in the spring. Prior to last November, 7 Edgewood had no idea that the City's 8 interpretation of the master plan limited their 9 field use to exclude athletic contests, and why 10 would they? Because they've all been using it, 11 and the article that was linked by 12 Attorney Strange has one quote in it talking about 13 the primary use is for team practices, physical 14 education classes. There is at least four other 15 quotes in that article talking about contests, 16 expansion of contests, more games, and community 17 use on the field. 18 It's -- it's an article. So to call it 19 an official public statement is pushing the 20 boundaries, but to cherry pick the one quote that 21 references team practices and gym classes and not 22 four quotes that talk about other uses is unfair. 23 MR. STERETT: And he has the exact 24 quotes. 25 MR. WAUTIER: Do you want me to read the</p>	<p>Transcript of Proceedings, 7-11-19 Page 159</p> <p>1 for practices and an annual meet." I think that's 2 the gist of it. 3 MS. BERENYI: So what's the date of that 4 article? 5 MR. WAUTIER: Oh, that was 2015. So 6 that was the article referenced -- it was 7 June 15th, 2015. So that would have been a 8 year-ish after adoption of the master plan, a year 9 and a half after it was zoned 10 campus-institutional. 11 MR. OSTLIND: Chair, it appears that the 12 board doesn't have any more questions for the -- 13 MR. COLLINS: I have one more. I have 14 one more set of questions -- 15 MR. OSTLIND: Okay. 16 MR. COLLINS: -- for the City. I don't 17 know if we want to -- 18 MR. STRANGE: Matt is checking to make 19 sure the facilities person is not going to try to 20 close the room at 10:00. So -- 21 MR. OSTLIND: I was going to propose 22 that when we finish questions for these two 23 parties that we take a 10-minute recess. 24 MR. COLLINS: That will be fine. 25 MR. OSTLIND: We may have to vote on</p>
<p>Transcript of Proceedings, 7-11-19 Page 158</p> <p>1 exact quotes? So this is an article referenced in 2 the City's response to our appeal. 3 "The executive director of Goodman 4 Foundation is proud to step in as Edgewood's key 5 partner in the project." 6 "This is a game-changer for Edgewood and 7 the Madison community," this is from president 8 Michael Elliott, who had made the other quote. 9 "Our students will benefit greatly, with the best 10 possible conditions to train and compete on." 11 The quote I started reading is, "This 12 complex will continue their legacy by being a 13 community-wide venue that will serve all of 14 Madison, from children to seniors, through games, 15 camps, and other activities." 16 Mr. ZWETTLER admitted that, "The central 17 artificial turf area's full length will hold 18 competition fields for football, soccer, lacrosse 19 and softball." 20 And the last -- not quote but in the 21 article to conclude said, "The track area will 22 allow high school, college, and area youth 23 athletes to benefit from the engineered running 24 surface. In the past, Edgewood has provided its 25 track-and-field facility to area parochial schools</p>	<p>Transcript of Proceedings, 7-11-19 Page 160</p> <p>1 that, but that -- 2 MR. COLLINS: So I wanted to ask the 3 zoning administrator or his representative: There 4 was one point made by Edgewood. I do want to 5 change the facts a little bit just to -- to 6 understand the City's position if the facts are 7 slightly different. All right. Right on cue. 8 So the purpose of the master plan as I 9 see it in the code -- so there's many purposes. 10 So I'm going to simplify it just for the purposes 11 of the question and not get into each dimension of 12 it, but it's to sort of provide this mutual 13 benefit. It sort of allows the institution to 14 maybe create a package deal of development for the 15 next ten years, and that provides a sort of 16 truncated process because they're not going 17 through, you know, approval after approval after 18 approval; and it provides benefit to the 19 neighborhood to be able to see the long-term plan. 20 Let's say that Edgewood doesn't intend 21 to change or intensify its use of the field -- or 22 it doesn't have to be Edgewood. It could be any 23 institution. So let's say they're completely 24 focused on a different part of the campus. 25 They're going to be tearing down two or three</p>

<p>Transcript of Proceedings, 7-11-19 Page 161</p> <p>1 buildings, putting up four or five others, and so 2 they want to use this master plan process to lay 3 out to the City really the whole scope of this 4 master redevelopment in a different corner of the 5 property. I think it might be reasonable and 6 people would understand under those circumstances 7 they wouldn't really be focused on other parts. 8 So let's say that Edgewood had that 9 intent. They were going to tear down some 10 buildings, build some others, and there was no 11 intent to change the use or the intensification of 12 use of the stadium so that -- or the field. 13 Sorry. They just put in a few comments about 14 existing, and they, let's say, used the same 15 language they did here, "practice" and "phy-ed 16 classes." Would the City have issued notices if 17 they're continuing to just use the space as they 18 always have, meaning the 8th grade track, the JV 19 game; or would they have required them to amend 20 the master plan? 21 MR. STRANGE: The -- if the City was 22 under the impression that -- I mean, the master 23 plan -- with the master plan as it's written with 24 practices and class? 25 MR. COLLINS: Or let's say it was left</p>	<p>Transcript of Proceedings, 7-11-19 Page 163</p> <p>1 statement about its use. They identified -- if 2 there was no -- and to use the City's words, 3 intensification of use -- it's just using it as it 4 always has, but maybe they were careless or maybe 5 there was an oversight as to this area of the 6 project because they were focused on this area. 7 Would the City require amendment or issue notices 8 if all they're really continuing to do in that 9 portion is use it as they always have? 10 MR. STRANGE: I'm not quite sure I can 11 fully understand the hypothetical. I mean, I -- 12 the -- the master plan that we have has this area 13 identified as an open space that's used for 14 practice and classes, and that's what we would 15 expect them to describe and to include in the 16 master plan, because that's what's required in the 17 section requiring the contents of the master plan, 18 that they describe the uses for the proposed open 19 space. And so regardless of whether they were 20 more focused on one area of the campus or another, 21 they still have an obligation as part of the 22 master plan process to describe the entire campus. 23 In that description, if something -- if 24 an action takes -- if something happens that's 25 contrary to what's described in there, then the --</p>
<p>Transcript of Proceedings, 7-11-19 Page 162</p> <p>1 out. Let's say the field wasn't even mentioned, 2 if that makes this hypothetical -- 3 MR. TUCKER: That never would have 4 happened, because when the -- when the idea behind 5 Campus-Institution plans was generated, the idea 6 behind this was you have to take your entire 7 holdings. So -- so if some of the other schools 8 are -- they actually have properties that are 9 separated by roads. UW is a good example. 10 There's many roads that chop that area. The 11 master plan covers all the lots that are -- that 12 are holdings across the roads. No master plan is 13 going to be approved that doesn't show the 14 entirety of the site, doesn't have development 15 or -- or identifications, restrictions, whatever 16 you want to call it, on every portion of the site 17 because it would be incomplete if that was the 18 case. The intent was to have a complete plan of 19 your site with all uses and buildings, if you 20 will, understood and known. So there are no 21 surprises. 22 MR. COLLINS: So let's go back to the 23 scenario then that the focus then is this other 24 area. So they're putting in the overhead map. 25 They put in the field. They put in a general</p>	<p>Transcript of Proceedings, 7-11-19 Page 164</p> <p>1 and it -- and it constitutes the change -- change 2 of that area from an open space to a different 3 use, then Section 10 kicks in, and in here that -- 4 that's what's going on. So if they had described 5 it as practices and classes, and all they were 6 doing is practices and classes, then of course 7 there wouldn't have been a notice of violation 8 sent. 9 But starting in '96, in the master plan 10 approved, it identified that as practice fields, 11 and 2014, it identified it as the same way. And 12 so from the City's perspective, the two things 13 that it had on file that had been adopted 14 regarding that particular area described it as 15 practice grounds. 16 MR. COLLINS: Yeah, I was trying to 17 create a hypothetical. You're going back to the 18 facts, which is a nice place to be. But what I'm 19 trying to understand is: There is a point 20 Edgewood makes, which is that at some point, a 21 master plan would get to be absurd, 10,000 pages. 22 So if I put in practice and I put in that's going 23 to be used for phy-ed, but now we have intramural 24 lacrosse, do I have to go back and amend the 25 master plan because intramural's not competition</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 165</p> <p>1 but it's not phy-ed; it's not practice?</p> <p>2 So at what point do we sort of reach the</p> <p>3 absurd that the master plans would have to have</p> <p>4 every detail, especially if the focus might be on,</p> <p>5 in the scenario, you know, really getting into the</p> <p>6 weeds to notify the neighborhood of the buildings,</p> <p>7 the construction?</p> <p>8 MR. STRANGE: All right. So this comes</p> <p>9 into play all the time with the zoning code. And</p> <p>10 Matt, you can jump in if you want, but when we</p> <p>11 have -- use is defined in the districts, whether</p> <p>12 it be in the tables or anyplace else. They list</p> <p>13 it. So -- so, for example, one of the uses listed</p> <p>14 in campus-institutional is stadiums. We would</p> <p>15 expect there to be contests in stadiums because</p> <p>16 that's what stadiums are generally used for. And</p> <p>17 so we would not expect the master plans to list</p> <p>18 all the various kinds of contests that are in</p> <p>19 there.</p> <p>20 The difference here is that this is an</p> <p>21 open space, and they specifically put in there</p> <p>22 what it's used for just like the Oaks, just like</p> <p>23 open space 3, and it's used for -- I think they</p> <p>24 described it as a place they do snow removal. If</p> <p>25 they wanted to turn that into a cornfield, we</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 167</p> <p>1 the City agree that those were the events?</p> <p>2 MR. TUCKER: Yes.</p> <p>3 MR. COLLINS: Were those general events</p> <p>4 the same sort of events that Edgewood was holding</p> <p>5 in 2014 at the time it entered its master plan</p> <p>6 either from the City's knowledge or from Edgewood?</p> <p>7 MR. TUCKER: We don't know.</p> <p>8 MR. COLLINS: Well, the -- but the City</p> <p>9 identified an intensification of use. So I want</p> <p>10 to kind of distinguish --</p> <p>11 MR. STRANGE: That was that term</p> <p>12 "practices" and "classes" to contests.</p> <p>13 MR. COLLINS: So it wasn't the quantity;</p> <p>14 it was --</p> <p>15 MR. STRANGE: No. I mean, again what</p> <p>16 the City has had before was the '96 master plan</p> <p>17 and the 2014 master plan, is that it was an open</p> <p>18 space with an athletic field used for practices</p> <p>19 and classes. And I think one of the arguments</p> <p>20 made in Edgewood's brief is that -- and I think</p> <p>21 this is why they're focusing on historical use --</p> <p>22 how could you not identify this? Well, there are</p> <p>23 thousands of properties in the City of Madison,</p> <p>24 and the zoning administrator is not required to</p> <p>25 know what's going on on every single property all</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 166</p> <p>1 would think they would do a master plan to do</p> <p>2 that.</p> <p>3 So I don't think the argument that a</p> <p>4 master plan would require the inclusion of -- of a</p> <p>5 thousand specific uses flies because you would</p> <p>6 have -- you would identify the uses as, for</p> <p>7 example, lodging facility; fraternity or sorority.</p> <p>8 You would expect us to include the kinds of things</p> <p>9 that go on in those uses. That didn't happen</p> <p>10 here. They didn't describe as a stadium or -- so</p> <p>11 that -- we wouldn't get to that 10,000-page master</p> <p>12 plan.</p> <p>13 MR. COLLINS: So if we go to the</p> <p>14 official notices the City issued -- so on</p> <p>15 April 1st, it's a general statement about</p> <p>16 discontinuing -- let me read it, discontinue</p> <p>17 holding athletic contests on the athletic field.</p> <p>18 May 15th gets into more detail that identifies</p> <p>19 March 27th, March 29th, April 2nd, April 16th,</p> <p>20 April 23rd, April 30th, and May 7th. They've been</p> <p>21 provide -- stated kind of generally by Edgewood</p> <p>22 as, I believe, soccer and lacrosse.</p> <p>23 MR. WAUTIER: I think and one track</p> <p>24 meet.</p> <p>25 MR. COLLINS: And one track meet. Does</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 168</p> <p>1 the time. What the zoning administrator does is</p> <p>2 look at what -- what he or she knows -- what the</p> <p>3 City knows and regulates on the basis of that.</p> <p>4 So that's the information that the City</p> <p>5 had at the time starting -- that's what the</p> <p>6 Plan Commission adopted in '96 and again in 2014</p> <p>7 with the new master plan. So signing this sort</p> <p>8 of, "Well, you should have known about it," or</p> <p>9 "How could you not have known about it," I don't</p> <p>10 think, is consistent with the requirements under</p> <p>11 the law that the property owner is required to</p> <p>12 establish the legalized use of the property. If I</p> <p>13 have a hive of bees in my yard and the zoning code</p> <p>14 says I'm not allowed to have bees, just because I</p> <p>15 have them for 20 years doesn't mean the zoning</p> <p>16 administrator can't come in and tell me to take</p> <p>17 them out.</p> <p>18 MR. TUCKER: But I can't, because bees</p> <p>19 are legal.</p> <p>20 MR. STRANGE: Bees are legal in Madison.</p> <p>21 So don't -- don't take it wrong. But unlike other</p> <p>22 land use law, there is no theory of adverse</p> <p>23 possession because -- or -- or you get it because</p> <p>24 you've had it for so long and they haven't</p> <p>25 enforced. It's the information that the zoning</p>

<p>Transcript of Proceedings, 7-11-19 Page 169</p> <p>1 administrator had at the time.</p> <p>2 MR. LEE: Can I have brief -- just a</p> <p>3 brief response? Because I think it goes to your</p> <p>4 hypothetical. I don't know why an entity --</p> <p>5 Edgewood, La Follette, UW, Madison College, any of</p> <p>6 them -- I don't know why any of them would go</p> <p>7 through the master plan process if all they were</p> <p>8 interested in doing is preserving their existing</p> <p>9 uses. There's just no reason to go through a</p> <p>10 master plan for that.</p> <p>11 You go through a master plan to</p> <p>12 streamline your development plans. Okay? You</p> <p>13 asked about the benefits. That's -- that's an</p> <p>14 undoubted benefit, and it's a benefit to both</p> <p>15 the -- the property owner and the neighborhood</p> <p>16 because you're doing it in a very open and</p> <p>17 transparent way. There's a ton of dialogue among</p> <p>18 the neighborhood, among the neighborhoods of</p> <p>19 Edgewood during that process when the master plan</p> <p>20 was being prepared, and some stuff that Edgewood</p> <p>21 wanted to do was left out, and some stuff that</p> <p>22 Edgewood wanted to do, the neighbors said, "Okay.</p> <p>23 That sounds pretty good." So they went through</p> <p>24 it, a very transparent process, and now you know</p> <p>25 for the next ten years, this is what -- this is</p>	<p>Transcript of Proceedings, 7-11-19 Page 171</p> <p>1 athletic field and a recreational space, and</p> <p>2 that's all.</p> <p>3 So there's no proposed change. There's</p> <p>4 no proposed changes to the use. What the City is</p> <p>5 complaining about is an inexhaustive list of</p> <p>6 activities in the master plan, and to the point</p> <p>7 we've made before, at some point it becomes absurd</p> <p>8 to have to list every single activity you're going</p> <p>9 to engage in on something that was an open space</p> <p>10 for 90 years and will continue to be an open space</p> <p>11 for the next 90 years.</p> <p>12 I mean, I should also point out that</p> <p>13 there was no such -- there was no intensification</p> <p>14 standards in the zoning code. Okay? And the</p> <p>15 intensification isn't necessarily a subjective</p> <p>16 thing. You could have a thousand practices in a</p> <p>17 year. You're going to beat that field up. Or you</p> <p>18 could have 20 practices and 20 games. What's the</p> <p>19 more intense use, the thousand practices or the 20</p> <p>20 practices and 20 games? That's not a standard</p> <p>21 that this board even needs to consider because</p> <p>22 it's nowhere in the zoning code, and it's</p> <p>23 impossible to quantify. And I'm losing my voice.</p> <p>24 I'm sorry.</p> <p>25 MR. COLLINS: Are there any further</p>
<p>Transcript of Proceedings, 7-11-19 Page 170</p> <p>1 what -- this is how the property is going to</p> <p>2 change.</p> <p>3 If you're not changing your existing</p> <p>4 uses, there was no reason to go into detail about</p> <p>5 those existing using uses other than to just --</p> <p>6 other than to do the description that, you know,</p> <p>7 is -- is what's required under (5). An example in</p> <p>8 the Edgewood master plan -- and I'm getting away</p> <p>9 from the hypothetical and going back to the facts</p> <p>10 at hand -- Edgewood described the uses for its</p> <p>11 library. Okay? Edgewood is still allowing</p> <p>12 students to study in the library. They still have</p> <p>13 meetings in the library. They have their board</p> <p>14 meetings in the library, but there wasn't any</p> <p>15 plans to, you know, rip out the walls and windows</p> <p>16 of the library and turn it into, like, a concert</p> <p>17 stadium or something like that.</p> <p>18 And similar to it would be the field.</p> <p>19 You know, it was an open space before; it's an</p> <p>20 open space now. It's -- when there was an</p> <p>21 opportunity and a desire to turn it into a</p> <p>22 stadium, they went to an amendment to the master</p> <p>23 plan. They withdrew that amendment, and now all</p> <p>24 we're talking about is the continued use, the</p> <p>25 90-year use of this particular open space as an</p>	<p>Transcript of Proceedings, 7-11-19 Page 172</p> <p>1 questions from the board?</p> <p>2 Hearing none, we would move to the next</p> <p>3 step, but there was a suggestion for a recess. We</p> <p>4 would have to take a vote on that if there is a</p> <p>5 motion.</p> <p>6 MR. OSTLIND: I move that we take a</p> <p>7 10-minute recess --</p> <p>8 MR. COLLINS: There's a motion --</p> <p>9 MR. OSTLIND: -- and a very prompt</p> <p>10 return after ten minutes.</p> <p>11 MR. COLLINS: There is a motion. Is</p> <p>12 there a second?</p> <p>13 MS. KLEHR: Second.</p> <p>14 MR. COLLINS: There's been a motion and</p> <p>15 a second. Any further discussion? All those in</p> <p>16 favor, say, "Aye."</p> <p>17 BOARD MEMBERS: Aye.</p> <p>18 MR. COLLINS: Any opposed? That passes</p> <p>19 4 to 0. As Chair, I'm abstaining as I have from</p> <p>20 all previous votes. The one thing I would remind</p> <p>21 board members is this is an open meeting. We do</p> <p>22 not want a walking quorum or any potential even</p> <p>23 appearance of such. So board members do not</p> <p>24 discuss this case with anyone. Do not discuss it</p> <p>25 with each other.</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 173</p> <p>1 (Recess taken.)</p> <p>2 MR. COLLINS: If everyone would like to</p> <p>3 take their seats. The ten minutes have lapsed.</p> <p>4 Ten minutes having lapsed, we are back, and we are</p> <p>5 now moving to the public comments and comments of</p> <p>6 interested people. If we could just have a moment</p> <p>7 as we organize.</p> <p>8 MS. KELSO: Okay. We're back. Yeah.</p> <p>9 MR. COLLINS: Do you want to call the</p> <p>10 first person?</p> <p>11 MS. KELSO: Sure.</p> <p>12 MR. COLLINS: And why don't we actually</p> <p>13 call them in groups of five so we can spare the</p> <p>14 sort of transitioning of walking forward and back.</p> <p>15 MS. KELSO: And do we have the</p> <p>16 microphone?</p> <p>17 MR. COLLINS: We have at least a</p> <p>18 handheld microphone that seems to not be cutting</p> <p>19 out. Let's use the handheld. I don't think the</p> <p>20 handheld has cut out. So let's use the handheld.</p> <p>21 Or maybe we can do -- we have three chairs. Let's</p> <p>22 go with three at a time sort of to spare us sort</p> <p>23 of from the transition of walking up and back.</p> <p>24 MS. KELSO: Okay. I call to the floor</p> <p>25 Marie Trest, Rachel Fields, and Shawn Schey.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 175</p> <p>1 association's support.</p> <p>2 To allow expansive interpretation of the</p> <p>3 campus master plan would be very troubling to our</p> <p>4 association as it should be to the City, not only</p> <p>5 because of the implications for usage of the</p> <p>6 field, but also because it would represent a</p> <p>7 significant departure from a system of public</p> <p>8 comment in zoning that has allowed our</p> <p>9 neighborhood to thrive for decades. Thank you.</p> <p>10 MS. SCHEY: My name is Shawn Schey.</p> <p>11 I've lived next to Edgewood for over 30 years, and</p> <p>12 for 17 of them, I was a member of the Edgewood</p> <p>13 Neighborhood Liaison Committee, and that was</p> <p>14 formed so that plans for Edgewood's new</p> <p>15 development could be brought to the table for</p> <p>16 feedback from belonging to the neighborhood</p> <p>17 association.</p> <p>18 While I was on the committee,</p> <p>19 Dudgeon-Monroe gave its support to ten Edgewood</p> <p>20 campus land use and building improvements. Back</p> <p>21 in 1996 when Edgewood was creating a first master</p> <p>22 plan, DMNA informed them that they would not</p> <p>23 support the addition of lights, sound, nor a</p> <p>24 larger grandstand for their athletic field. As a</p> <p>25 result, the high school removed lights, sound, and</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 174</p> <p>1 MS. FIELDS: Hello. I'm Rachel Fields.</p> <p>2 I'm the president of the Dudgeon-Monroe</p> <p>3 Neighborhood Association, and I'm here to</p> <p>4 represent DMNA.</p> <p>5 MR. COLLINS: Before you get too far,</p> <p>6 people will have three minutes.</p> <p>7 MS. FIELDS: Oh, that's fine. I won't</p> <p>8 take three minutes.</p> <p>9 The Dudgeon-Monroe Neighborhood</p> <p>10 Association supported the 2014 campus master plan</p> <p>11 when it was proposed to the Plan Commission, but</p> <p>12 it is all but certain that such support would not</p> <p>13 have occurred had the campus master plan described</p> <p>14 usage of Edgewood High School's athletic field in</p> <p>15 a way that was objectionable to neighbors.</p> <p>16 Specifically, the description of the</p> <p>17 athletic field as, quote, "Used for team</p> <p>18 practices, physical education classes," raised no</p> <p>19 concern with DMNA as that language was consistent</p> <p>20 with neighbors' understanding that the plan was</p> <p>21 not suggesting a change in use. Because of this,</p> <p>22 we believe it will be wholly inappropriate to</p> <p>23 allow changes in use without adequate public</p> <p>24 input, regardless of the reasons why Edgewood</p> <p>25 chose such language when they sought our</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 176</p> <p>1 a larger grandstand from their conditional use</p> <p>2 application. Their master plan got approved in</p> <p>3 '97.</p> <p>4 From 2010 to 2014, I participated in the</p> <p>5 collaborative process of the second master plan.</p> <p>6 When discussion of the athletic field came up,</p> <p>7 neighborhood reps reminded Edgewood that a stadium</p> <p>8 in this location was an incompatible land use and</p> <p>9 would be a hard sell. Consequently, Edgewood</p> <p>10 omitted the element of a stadium in its proposal,</p> <p>11 and the master plan was submitted.</p> <p>12 After that submittal, the high school</p> <p>13 informed the liaison committee that the track and</p> <p>14 field would be upgraded in the summer and not to</p> <p>15 be concerned because no lighting or additional</p> <p>16 seating would be installed. As recorded in the</p> <p>17 minutes by the college on April 14, they confirmed</p> <p>18 this facility would be for practice. This was</p> <p>19 during that period when the master plan was still</p> <p>20 moving through the City approval process. Wishing</p> <p>21 to double check on this reassurance, I asked</p> <p>22 the --</p> <p>23 MR. COLLINS: If you could pause for</p> <p>24 just a moment. We're having a technical</p> <p>25 difficulty. I apologize for cutting you off</p>

Transcript of Proceedings, 7-11-19	Page 177	Transcript of Proceedings, 7-11-19	Page 179
<p>1 midstream, but it's important to have everything</p> <p>2 recorded.</p> <p>3 MS. KELSO: Okay. It's recording.</p> <p>4 MR. COLLINS: Sorry. Please continue.</p> <p>5 MS. SCHEY: This was during a period</p> <p>6 when the master plan was still moving through the</p> <p>7 City approval process. Wishing to double check on</p> <p>8 this for reassurance, I asked again about lights</p> <p>9 or additional seating at a subsequent liaison</p> <p>10 meeting on May 27. I was told in no uncertain</p> <p>11 terms that the stadium idea was tabled.</p> <p>12 I then concluded that Edgewood had</p> <p>13 accepted the neighborhood's position for keeping</p> <p>14 the field for practice and class purposes only.</p> <p>15 My conclusion was reinforced two weeks later on</p> <p>16 June 15th when the State Journal interviewed the</p> <p>17 high school president, the athletic director, and</p> <p>18 two coaches about the upgrade to their track and</p> <p>19 field. All four of them referred to it being</p> <p>20 intended for practice. In fact, in that very</p> <p>21 article, Mike Elliott said that he knew that both</p> <p>22 the neighborhood associations were both, quote,</p> <p>23 "vehemently opposed to us having lights or playing</p> <p>24 games here."</p> <p>25 The master plan with its amendments did</p>		<p>1 close neighbors is that the games on the field</p> <p>2 were minimal until 2015. We verified this by</p> <p>3 researching a history of competitive uses of the</p> <p>4 field.</p> <p>5 We have documentation showing that for</p> <p>6 most of the 30 years, Edgewood only used the field</p> <p>7 for a handful of lower level games, and the few</p> <p>8 lower level games that were played at Edgewood</p> <p>9 prior to 2015 were more of a nature of practice,</p> <p>10 low impact to neighbors, no siren or scoreboards,</p> <p>11 no high decibel whistles, no large crowds.</p> <p>12 According to data provided by Edgewood</p> <p>13 from 1990 to 1998 only four to six lower level,</p> <p>14 bench freshmen, and junior varsity level football</p> <p>15 and girls soccer games were played on the</p> <p>16 Monroe Street campus through the years. From 1999</p> <p>17 to 2006, Edgewood continued to use the field for</p> <p>18 lower level football and girls soccer games and</p> <p>19 played few boys and girls varsity soccer games.</p> <p>20 It also held one track and field event for the</p> <p>21 high school as well as the grade school and club</p> <p>22 teams.</p> <p>23 From 2007 to 2014, only lower level</p> <p>24 football and girls soccer games were played on the</p> <p>25 field. We found from the official</p>	
Transcript of Proceedings, 7-11-19	Page 178	Transcript of Proceedings, 7-11-19	Page 180
<p>1 seek final approval from the City in the fall</p> <p>2 of 2015. Six months later, on May 10th, 2016, the</p> <p>3 high school unveiled to the liaison committee a</p> <p>4 presentation that featured lights, a sound system</p> <p>5 for a sportscaster, press spots, concessions,</p> <p>6 restrooms, storage, and a grandstand to seat</p> <p>7 1,200. The high school said they wanted to host</p> <p>8 25 to 40 night games per year.</p> <p>9 No one could have been more surprised</p> <p>10 than I was when Edgewood recently claimed in a</p> <p>11 letter to the City zoning department the lack of</p> <p>12 mention in the master plan of the field being used</p> <p>13 for games was a drafting error.</p> <p>14 MS. TREST: Hi. My name is Marie Trest,</p> <p>15 and my family and I live directly across the</p> <p>16 street from the athletic field with this view from</p> <p>17 our windows. Our property is just 95 feet from</p> <p>18 the track, and we have an unobstructed view of the</p> <p>19 entire field. We've lived there for nine years,</p> <p>20 and we see and hear everything that happens on</p> <p>21 this field.</p> <p>22 Edgewood High School says their athletic</p> <p>23 field has always been used at the current</p> <p>24 intensity of games. This is simply not true. Our</p> <p>25 own direct observation and that of many other</p>		<p>1 Badger Conference online calendar sitting in some</p> <p>2 of the museums were listed as having been played</p> <p>3 at Houlihan (ph) Hills or Redden Field. Less than</p> <p>4 2014, for example, there were only four freshman</p> <p>5 football games listed. From 2007 to 2014, no</p> <p>6 varsity games and no track and field event fields</p> <p>7 take place at all.</p> <p>8 After the 2015 upgrade to the practice</p> <p>9 field surface, neighbors noticed a big change both</p> <p>10 in the number of events and the noise with the</p> <p>11 usage. Field events since 2015 has included</p> <p>12 varsity boys and girls soccer along with the lower</p> <p>13 level games. Lacrosse games and track and field</p> <p>14 events were also added.</p> <p>15 In this past spring season alone, I</p> <p>16 documented 41 competitive events being held. That</p> <p>17 is ten times more in one season than for some</p> <p>18 previous years. Use has expanded to include games</p> <p>19 between teams not associated with Edgewood at all,</p> <p>20 including two regional lacrosse tournaments,</p> <p>21 college lacrosse tournaments, one that lasted</p> <p>22 seven hours.</p> <p>23 In conclusion, Edgewood's claim that</p> <p>24 it's always played its game on its field does not</p> <p>25 stand up to scrutiny. The fact is, up until 2015,</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 181</p> <p>1 Edgewood teams, like West and East High School, 2 played almost all of their games at off-campus 3 holding fields, including Breitenbach Stadium, 4 Redden, and Breese Stevens Field; just as West 5 High School uses Mansfield Stadium at Memorial 6 High School as its own football field. 7 MR. COLLINS: The next speakers? 8 MS. KELSO: Tag Evers, Andrea Straus, 9 Ethan Brodsky. 10 MR. COLLINS: You have three minutes. 11 MR. EVERS: Thank you. I think the most 12 important question that's been asked today is: 13 Why did Edgewood leave the particular definition 14 of use out of their master plan? We just heard 15 from Shawn a description of the neighborhood 16 experience. Over years going back since the 17 1990s, Edgewood has made it clear that their 18 long-term goal was a -- well, let's say it. It's 19 the elephant in -- in the room -- a football 20 stadium, but when this would come up in 21 negotiations with the neighborhood, as in a master 22 plan agreement, it was resisted by the 23 neighborhood and then taken off the table in the 24 subsequent agreement. This happened in the 19 -- 25 in the master plan from -- the first master plan,</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 183</p> <p>1 four years could have missed that. It could have 2 been left out and they simply missed it, and it 3 was an accident. Now the suggestion is that it 4 was left out intentionally because why do we have 5 to list all the uses? 6 But why not list the obvious one? I 7 want to hold out a third possibility that maybe 8 you leave out the obvious one because it makes it 9 easier to get it through the approval process. 10 Let's go back to the Plan Commission. That's the 11 democratic process. That's where we come together 12 and -- and discuss these things rather than taking 13 it in around the democratic process and trying to 14 get things approved piecemeal, I ask that -- 15 MR. COLLINS: Your time has expired. 16 MR. EVERS: Thank you so much. 17 MR. BRODSKY: In 2013, the City revised 18 -- 19 MR. COLLINS: Can you start by saying 20 your name? 21 MR. BRODSKY: Oh, sorry. I'm Ethan 22 Brodsky. I live on Woodrow Street. In 2013, the 23 City reviewed its zoning code to allow 24 institutions the option of defining their zoning 25 with a master plan. For institutions an improved</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 182</p> <p>1 and it happened again in the second master plan. 2 The football stadium and the specificity of games 3 was taken off the table. 4 You can say what you want about that 5 newspaper article, but if you look it up online, 6 the headlines says, "Edgewood receives \$1 million 7 grant to upgrade their practice field." It speaks 8 of it as a practice field. I've been an alder now 9 for a matter of a few months. I'm learning about 10 how the City works, but one thing I appreciate 11 about Madison is the way it balances competing 12 interests so that public interest and a 13 development is balanced against private interests 14 of a neighborhood. So that public benefit is 15 weighed against potential private harm. 16 That requires a negotiating process, and 17 whether it's one that's applied for a conditional 18 use or whether one is implementing a master plan, 19 it still requires that balancing of interests. 20 Edgewood says that -- responded to the concern 21 about the specificity of use that was lacking in 22 the master plan initially by saying it was a 23 drafting error, that they left it out. And they 24 asked us to believe that attorneys working on this 25 and that residents who negotiated for a period of</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 184</p> <p>1 master plan, any development defined in the future 2 condition section can proceed at any time in the 3 ten-year period through a process which was 4 simpler for its much less opportunity for 5 neighborhood input than the existing process which 6 required a conditional use application and a due 7 process for every individual project. 8 A master plan creates clarity for all 9 parties. The institution can be certain of its 10 right to proceed with the proposed development and 11 use unencumbered by neighborhoods. The neighbors 12 can be certain that development uses are clearly 13 defined and won't be constrained over a ten-year 14 time frame. 15 Edgewood elected to take advantage of 16 this opportunity, and Edgewood has benefited 17 greatly from having the plan in place by being 18 able to construct a large addition to the high 19 school building. The introduction to the City's 20 zoning ordinance states that this ordinance should 21 be interpreted as a permissive zoning ordinance, 22 which means the ordinance permits only those 23 principal and accessory uses for structures that 24 are specifically enumerated in the ordinance. In 25 the absence of a variance or special exception,</p>

Transcript of Proceedings, 7-11-19	Page 185	Transcript of Proceedings, 7-11-19	Page 187
<p>1 any uses for structures not specifically permitted</p> <p>2 by the ordinance are prohibited.</p> <p>3 The ordinance defines what should be --</p> <p>4 what shall be included in a master plan. It</p> <p>5 specifically calls out existing conditions, land</p> <p>6 uses and buildings; proposed conditions, future</p> <p>7 land uses and buildings, open space areas and</p> <p>8 other open space uses. The ordinance also states</p> <p>9 that no alteration to improved campus master plans</p> <p>10 including changes to the proposed use of an open</p> <p>11 space area or other open space uses shall be</p> <p>12 permitted unless approved by the Plan Commission.</p> <p>13 To be absolutely certain that you understood this,</p> <p>14 when the City informed Edgewood that their master</p> <p>15 plan had been approved, the letter specified that</p> <p>16 the approval was subject to conditions that had to</p> <p>17 be satisfied prior to the master plan taking</p> <p>18 effect.</p> <p>19 In those conditions, no alteration of</p> <p>20 the approved campus master plan, including changes</p> <p>21 to the proposed use of identified open space areas</p> <p>22 or other open spaces, shall be permitted unless</p> <p>23 approved by the Plan Commission. Edgewood</p> <p>24 acknowledged this condition as noted on page 210</p> <p>25 of document with, "Acknowledged, no changes to</p>		<p>1 They started this process in January of last year,</p> <p>2 but pulled out in January just before the hearing.</p> <p>3 That's where this question belongs, not here.</p> <p>4 This should be rejected, and they --</p> <p>5 MR. COLLINS: Thank you. Your time has</p> <p>6 expired.</p> <p>7 MR. BRODSKY: -- should be forced to</p> <p>8 follow the rules like everyone else. Thank you.</p> <p>9 MS. KELSO: Thomas -- I can't read the</p> <p>10 last name -- from 2325 West Lawn Avenue -- Shaw?</p> <p>11 Small? Bill Orosz, Tracy Lewis, Michelle Horton.</p> <p>12 John Regina? Don? 300 State Terrace -- I'm</p> <p>13 sorry. I can't read the writing -- from Monona.</p> <p>14 Chris Zwettler.</p> <p>15 MR. ZWETTLER: I already spoke.</p> <p>16 MS. KELSO: Okay. Patric -- Patricia</p> <p>17 Friday?</p> <p>18 MR. LEE: Can you all hear her? Okay.</p> <p>19 MS. KELSO: Can you hear me? Okay.</p> <p>20 Anne Palzkill.</p> <p>21 MR. COLLINS: Please begin with your</p> <p>22 name.</p> <p>23 MS. PALZKILL: Sure. My name is</p> <p>24 Anne Palzkill, and I'm the president and principal</p> <p>25 at Edgewood Campus School. I'm here on behalf of</p>	
Transcript of Proceedings, 7-11-19	Page 186	Transcript of Proceedings, 7-11-19	Page 188
<p>1 master plan."</p> <p>2 We all know what the master plan said.</p> <p>3 Why was that language restricting use included?</p> <p>4 Because use of that field has always been a</p> <p>5 contentious issue, and that language was a process</p> <p>6 of not months, not years, but decades of</p> <p>7 negotiation between Edgewood and neighborhoods,</p> <p>8 and it was essential to getting surrounding</p> <p>9 neighborhoods to sign off on the plan.</p> <p>10 Now Edgewood would like to expand the</p> <p>11 use to include competitive athletic events day and</p> <p>12 night with lights and amplified sound both for</p> <p>13 Edgewood itself and for rental to outside parties.</p> <p>14 The lawyers have given various reasons why this</p> <p>15 should be allowed, and none of them are</p> <p>16 reasonable. Edgewood's argument that Edgewood</p> <p>17 would automatically be free, by right, to use the</p> <p>18 space as a structure-free prison camp because the</p> <p>19 ordinance includes a correctional facility just</p> <p>20 before stadiums are listed as potential secondary</p> <p>21 uses of a C-I parcel.</p> <p>22 There's an established mechanism for</p> <p>23 expanding use, as Edgewood's been told over and</p> <p>24 over, over and over. They can do this by going to</p> <p>25 the Plan Commission for a master plan amendment.</p>		<p>1 myself. I live in Madison. I'm a resident here,</p> <p>2 but I also enjoy working at the Edgewood campus</p> <p>3 school working with the liaison committee,</p> <p>4 Mike Elliott, and all the people involved in this</p> <p>5 process.</p> <p>6 There's three Edgewood schools; the</p> <p>7 elementary school, and middle school, which is my</p> <p>8 school, and high school and the college. We are</p> <p>9 separate, nonprofit organizations with individual</p> <p>10 interests and programming; however, we are bound</p> <p>11 by our shared land and the Dominican Sinsinawa.</p> <p>12 So one of the reasons I think we're here is, yes,</p> <p>13 the particulars. We need to pull back a little</p> <p>14 bit again, as the Sister indicated at the</p> <p>15 beginning of the presentation, and consider the</p> <p>16 people.</p> <p>17 We are a faith-driven school community</p> <p>18 fostering spirituality by developing a whole</p> <p>19 student, and we are guided by the Catholic social</p> <p>20 justice ideals. Sports and faith have always been</p> <p>21 connected at Edgewood ever since we began. Two</p> <p>22 years ago, I came to you as a council to talk</p> <p>23 about Monroe Street construction. At that time, I</p> <p>24 shared that there was some social justice</p> <p>25 concerns. Catholic social teaching advocates for</p>	

Transcript of Proceedings, 7-11-19	Page 189	Transcript of Proceedings, 7-11-19	Page 191
<p>1 social justice. I presented to council, and I</p> <p>2 said, "It cannot be two buildings. That would cut</p> <p>3 off Allied Drive. It would eliminate handicap</p> <p>4 busing," and you listened. And I call to you</p> <p>5 tonight that this incident in itself is also</p> <p>6 similar in a social justice way.</p> <p>7 Part of social justice is the common</p> <p>8 good, and with the common good -- and with the</p> <p>9 common good, the idea is to welcome your</p> <p>10 neighbors. Catholic social justice teaching</p> <p>11 believes that we do not isolate ourselves as a</p> <p>12 neighborhood or neighbors but we look at ourselves</p> <p>13 as an entire community.</p> <p>14 Sports and athletics at Edgewood campus</p> <p>15 schools serve as unifying our community and a</p> <p>16 broad community, people from all around our city;</p> <p>17 and we are not just a private school serving</p> <p>18 private students. We can't play games alone.</p> <p>19 Other people come to us. All students, all</p> <p>20 backgrounds have the opportunity to access the</p> <p>21 common good of Goodman Field.</p> <p>22 So I say to you with that, I was on the</p> <p>23 WIAA website, and there are over 90,000 students</p> <p>24 in the state of Wisconsin that get to participate</p> <p>25 in athletic events on their home fields. Over</p>		<p>1 advantage of dated language. They can take</p> <p>2 advantage of a situation where two reasonable</p> <p>3 people can interpret something the same way.</p> <p>4 That should never go in the government's</p> <p>5 favor. If they want to give a citation and if</p> <p>6 you're going to uphold it, they should be having</p> <p>7 proof of that beyond any doubt whatsoever. We</p> <p>8 should not be able to or have to walk down the</p> <p>9 street and prove that we were able to do that.</p> <p>10 The government has to give a completely</p> <p>11 100 percent airtight reason why we didn't. Or</p> <p>12 maybe your burden of proof is a preponderance of</p> <p>13 the evidence. Whatever it is, I don't think</p> <p>14 they've come anywhere near that here tonight.</p> <p>15 All they've shown is for some reason,</p> <p>16 they've chosen in this case to look for loopholes,</p> <p>17 to look for innuendo, to look for whatever else,</p> <p>18 but it has not been anything at all clear. So all</p> <p>19 the questions should be directed at them because</p> <p>20 our government has to be the one that has the</p> <p>21 burden of proof. It has to be. That's the only</p> <p>22 way our system works. That was my little last</p> <p>23 minute rant. It wasn't what I originally wanted</p> <p>24 to say. So until I run out of time, I'm just</p> <p>25 going to simply say that I went to Madison. I</p>	
Transcript of Proceedings, 7-11-19	Page 190	Transcript of Proceedings, 7-11-19	Page 192
<p>1 350,000 students --</p> <p>2 MR. COLLINS: Thank you. Your time has</p> <p>3 expired.</p> <p>4 MR. OROSZ: Hi. My name is Bill Orosz,</p> <p>5 and I could not disagree more with the alder that</p> <p>6 spoke previously. This type of question here is</p> <p>7 not why two words were all that the people put in</p> <p>8 there. This type of concept here is: This is the</p> <p>9 government. Burden of proof. Where is burden of</p> <p>10 proof generally speaking in our country? It's on</p> <p>11 the government. Don't they have the onus? If</p> <p>12 they were going to rely on something to limit,</p> <p>13 shouldn't we be asking them why didn't they</p> <p>14 specifically limit that?</p> <p>15 If they were going to count on it to</p> <p>16 limit it, why weren't they going to make sure that</p> <p>17 it was very, very clear that they were going to</p> <p>18 limit it? So then respectfully, what is your role</p> <p>19 ultimately? It is not to side with them. It's to</p> <p>20 do exactly what you did, ask probing questions,</p> <p>21 understand what's going on; but ultimately, it is</p> <p>22 your job to protect the people from the</p> <p>23 government. Why? Because there are so many ways</p> <p>24 our founders knew that the government can go</p> <p>25 wrong. It can be misguided. They can take</p>		<p>1 went to public schools. I went to the University</p> <p>2 of Wisconsin, and I bought a house in that</p> <p>3 neighborhood, and I guarantee you I would have</p> <p>4 supported it when I lived there and support what</p> <p>5 Edgewood does now because Edgewood is a gem. This</p> <p>6 City should be grateful for everything that</p> <p>7 Edgewood brings to this city.</p> <p>8 Businesses that want to relocate here</p> <p>9 are going to look for the kind of amenities that</p> <p>10 they bring. People that live here, some of them,</p> <p>11 whether you like it or not, stay here and would</p> <p>12 leave if they didn't have those sorts of</p> <p>13 amenities. This has been a school longer than my</p> <p>14 grandfather, who is 90 -- well, I guess about the</p> <p>15 same amount of time. He's 90 -- has been alive.</p> <p>16 To sit there and tell them that they can't act</p> <p>17 like a school, to me, is insane. Even if there</p> <p>18 was never a field there before, they're a high</p> <p>19 school. If they have been a high school for a</p> <p>20 hundred years, they should be able to have fields</p> <p>21 like anyone else if they have the land to do it.</p> <p>22 Thank you.</p> <p>23 MR. COLLINS: Thank you.</p> <p>24 MS. GORTON: Hi. I'm Michelle Gorton.</p> <p>25 On the complexity of interpretation, well, I can't</p>	

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 193</p> <p>1 really speak to that other than it's complex, but 2 I have lived in the Regent Neighborhood my entire 3 life. I grew up on Rowley, lived on Hollister, 4 went to West High School. So I consider myself in 5 that same neighborhood, and I, like the rest of 6 the other people here, at least at this table, 7 support Edgewood in what they're trying to do. 8 I've been to many games of my classmates 9 who went the Edgewood in the '70s. So I know 10 they've played a lot of activities on the field 11 over the years. Edgewood being able to have the 12 athletic field and being a school is very 13 important to Madison. We need both the public and 14 private education that draws people and makes your 15 community stronger. 16 And I know somebody mentioned the word 17 "livability." Is the neighborhood livable -- 18 livable. Thank goodness I grew up in the 19 neighborhood because I couldn't afford to move 20 back into the neighborhood. Houses sell like 21 hotcakes. It's a place where people want to be. 22 So the school has been there for over 140 years. 23 Governor Washburn could not even give the land 24 away. It was so far out of town. Nobody wanted 25 it. Times have changed. Edgewood is now located</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 195</p> <p>1 guest that came in here tonight came here because 2 its about games at Edgewood. Everyone that's here 3 either strongly is in favor of it or strongly 4 opposes it, and that's why they're here. And 5 don't -- let's not kid ourselves here. That's 6 what this is about. So -- so don't -- don't tell 7 us that, please. 8 And the two of you seem to be hanging 9 your hat and your argument on a technicality. In 10 the language of the master plan, it used the words 11 "team practices" as opposed to "team event" or 12 "team game" or whatever else you would like to 13 say. Throughout this process over the last few 14 months reading articles on it and being here 15 tonight, I've really wanted to hear from somebody 16 in the neighborhood on how their quality of life 17 is affected by this, and I still haven't. And I 18 hope any of you that follow me from the 19 neighborhood here can somehow convince me, because 20 I haven't heard anything yet. 21 Mr. Tucker, the argument of a bus 22 bringing a Portage football team in here for a 23 game is not going to create a quality of life 24 issue. And if it does, you might want to get on 25 the phone with Madison Metro first thing tomorrow</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 194</p> <p>1 in the middle of a very vibrant, active city 2 filled with all kinds of noises from early morning 3 to late at night. As City people, we are always 4 adapting to activity and noise. It's just a part 5 of living in the city. 6 Edgewood and the capacity to be a full 7 school, meaning athletics and playing on that 8 field, is good for Madison. We need diversity in 9 our schools, in our education. Thank you. 10 MR. COLLINS: Thank you. 11 MS. KELSO: Fiona McTavish, Carol 12 Michalski, Tracy Schotzer, Kelly O'Driscoll, Bob 13 Foulz, Joseph Albright, and Bernie Albright. 14 MR. B. ALBRIGHT: Hi. I'm Bernie 15 Albright. Well, first of all, I'm going to start 16 by alleviating some of the concerns in the 17 audience that Edgewood might be building a 18 correctional facility in the near future, and I'm 19 not here paid by Edgewood, but I think I can 20 safely say that's not going to happen. 21 Mr. Elliott can correct me later if he would like 22 to think about that. 23 Mr. Strange, earlier tonight you said 24 it's not about playing games on the field. It's 25 about this master plan. I guarantee you every</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 196</p> <p>1 morning and have them cancel their several hundred 2 buses that run up and down Monroe Street all day. 3 I still want to hear -- somebody convince me why 4 this is wrong, why this can't happen other than a 5 technicality in the language that another 6 institution nearby seems to have work for them. 7 We had some changes in our City 8 leadership this year. A lot of the buzzwords 9 thrown out there were equity, inclusiveness, 10 fairness. Isn't that kind of what this is about 11 here? That's what we're asking for. I think a 12 lot of people like Mayor Satya, and the voting 13 showed that. That's -- those are the words she 14 uses. We're asking to be treated equitable. 15 We're asking to be treated fairly. I almost got 16 the impression from you that if somebody just 17 crossed out the word "practice" on there and wrote 18 "games," we'd all be good. Let's do it. What's 19 the problem? 20 I still haven't heard why this doesn't 21 make sense. So I'll ask you to use your common 22 sense and think about what's fair here; games, no 23 games. 24 MR. COLLINS: Thanks. Your time 25 expired.</p>

Transcript of Proceedings, 7-11-19	Page 197	Transcript of Proceedings, 7-11-19	Page 199
<p>1 MR. B. ALBRIGHT: Thank you.</p> <p>2 MR. FOULKS: All right. My name is</p> <p>3 Bob Foulks. I live on Monroe Street. I've lived</p> <p>4 in the Dudgeon-Monroe neighborhood for 37 of the</p> <p>5 last 40 years, including my first home being on</p> <p>6 Woodrow Street right across from the stadium, my</p> <p>7 second home being West Lawn, not quite in the</p> <p>8 eyesight of the stadium but pretty close by. And</p> <p>9 I -- at a different perspective, the use of that</p> <p>10 stadium and -- and noise that it will make having</p> <p>11 been a football officiant for the last 40 years,</p> <p>12 and noise and disruption that is being talked</p> <p>13 about in all the different forums, the</p> <p>14 neighborhood forums especially, is, in my opinion,</p> <p>15 greatly exaggerated.</p> <p>16 It will not be that disruptive to the</p> <p>17 neighborhood. If I still had my house on Woodrow,</p> <p>18 I'd be still in favor of having those games being</p> <p>19 played there, but that's really not the point.</p> <p>20 It's kind of rehashing what was all discussed at</p> <p>21 the town meeting. And City proposal for Edgewood</p> <p>22 on the table here is about playing games. And I</p> <p>23 support Edgewood, and I come here to support</p> <p>24 Edgewood from three standpoints: One, Edgewood is</p> <p>25 a good neighbor. They've always been a good</p>		<p>1 "Here's our multiplier. Here's our multiplier."</p> <p>2 Edgewood has had a multiplier too. Bringing these</p> <p>3 people into our neighborhood, which is the</p> <p>4 vibrancy of this neighborhood, will add to the</p> <p>5 quality of life for all of those people and</p> <p>6 frankly increase the value of homes, not decrease</p> <p>7 them.</p> <p>8 And so for that purpose, I also support</p> <p>9 Edgewood's continuing to play the games that have</p> <p>10 always been played there. By the way, the game</p> <p>11 that is in dispute, and I'm reminding the</p> <p>12 attorney, it was played in 1995 against</p> <p>13 Darlington. Edgewood got slaughtered. Darlington</p> <p>14 was the state champion at that time, and Edgewood</p> <p>15 was kind of a fledgling program. So my -- my time</p> <p>16 is up.</p> <p>17 MR. J. ALBRIGHT: Good evening to all in</p> <p>18 attendance and good evening board members. My</p> <p>19 name is Joseph Albright, and I will be a junior at</p> <p>20 Edgewood High School this fall. I'm also a third</p> <p>21 generation Edgewood High School student. I would</p> <p>22 really like to provide an average student opinion</p> <p>23 on this issue. The fall is a very busy time of</p> <p>24 year for me. School starts, which always places a</p> <p>25 little stress on everyday life, and I'm trying to</p>	
Transcript of Proceedings, 7-11-19	Page 198	Transcript of Proceedings, 7-11-19	Page 200
<p>1 neighbor. I lived there when Edgefest went on.</p> <p>2 Talk about disruption, but they always</p> <p>3 communicated with us and cleaned up after it was</p> <p>4 over. Everything was good.</p> <p>5 Secondly, I come as a supporter of the</p> <p>6 student athletes, many of whom hopefully have gone</p> <p>7 home because it's past their curfew, but they</p> <p>8 deserve the ability to play on their home field,</p> <p>9 to play on probably the finest athletic surface in</p> <p>10 Dane County and maybe in south central Wisconsin.</p> <p>11 And thirdly, the group that's really not</p> <p>12 been mentioned here at all and one I'm in support</p> <p>13 of are our Monroe Street merchants. They went</p> <p>14 through a horrible year. I live on Monroe Street.</p> <p>15 I've had both lakefront and mountain property at</p> <p>16 the same time, but what really has really</p> <p>17 disturbed me is our merchants suffered through</p> <p>18 that year and have not recovered. We have eight</p> <p>19 to ten open storefronts on that street. We have a</p> <p>20 restaurant, a beloved restaurant, Jacks, that has</p> <p>21 never returned, and the other -- an ice cream</p> <p>22 business went out of business, for goodness sakes.</p> <p>23 So I'm really concerned. The addition</p> <p>24 of these people coming to these games would be an</p> <p>25 economic boom. The University's always doing,</p>		<p>1 wrap up my summer's list, which I sometimes need</p> <p>2 help with. I also start playing soccer. Soccer</p> <p>3 is very important to me and is a huge part of my</p> <p>4 life. In fact, our turf field doubles as both a</p> <p>5 football field and soccer field, and I have to</p> <p>6 say, it's really nice.</p> <p>7 Finished just a couple years ago, it</p> <p>8 feels fantastic to play on. The turf is just the</p> <p>9 right length. The goals are perfect, and it still</p> <p>10 feels brand new; however, when I first started</p> <p>11 playing soccer for Edgewood my freshman year, we</p> <p>12 weren't going to be having our home games there,</p> <p>13 and I -- well, as you might think, I was pretty</p> <p>14 confused. I looked up, and I didn't see any</p> <p>15 lights. I thought that was a little odd, but I</p> <p>16 got over it and played my game, but then I</p> <p>17 realized we had to drive 10 or 15 minutes away at</p> <p>18 Redden Soccer Park, and that upset me quite a bit.</p> <p>19 I was a freshman, so I couldn't drive</p> <p>20 myself, to those to my events. Luckily, my dad, a</p> <p>21 police officer at Madison, worked the night shift</p> <p>22 so he could bring his big car and drive students</p> <p>23 to the games after school. That kind of helped</p> <p>24 out the car pool situation quite a bit, but all</p> <p>25 year I kept thinking to myself, "This just isn't</p>	

<p>Transcript of Proceedings, 7-11-19 Page 201</p> <p>1 necessary." Every time we leave the parking lot 2 and see our beautiful field sitting right in front 3 that the football team is starting practice on, 4 and every time I thought to myself, "When they are 5 done, why can't we have our games there? It makes 6 no sense. And why aren't there lights on the 7 field?"</p> <p>8 After my freshman and sophomore season 9 went by with no change, I finally noticed 10 something happen: The proposed Goodman athletic 11 complex. I was overjoyed. Finally, we can have 12 our home games actually at home, but as we all 13 know, that hasn't quite happened. And my question 14 to you is why? We are not asking for special 15 treatment. We're simply just asking to be treated 16 the same as all of the other schools in the same 17 type of zone that are allowed to have facilities 18 that are extremely similar, if not the same, to 19 what President Elliott has proposed to the City.</p> <p>20 Participating in sports is fantastic 21 opportunity to have as a high schooler. So why 22 can't we have that experience at our high school? 23 Edgewood had been here for more than 130 years. 24 We have maintained a wonderful relationship with 25 our surrounding neighbors, so much to the extent</p>	<p>Transcript of Proceedings, 7-11-19 Page 203</p> <p>1 MR. CAULUM: I'm diverting to him. 2 MR. COLLINS: Okay. 3 MR. NDAHAYO: Good evening, or I guess 4 good night. My name is Landry Ndahayo, and I was 5 an Edgewood graduate within the last couple years 6 here. I played varsity soccer for three years, 7 varsity basketball for two years. I captained 8 both teams my senior year, and I also won the 9 spirit award for both the programs, which is an 10 award given to a person in each program. And when 11 I graduated, I was awarded the leadership award, 12 which is given to an athlete by athletes for 13 highest success and excellence on the field, 14 court, what have you, and as a leader.</p> <p>15 And the reason why I say that isn't to 16 boast or brag, but Edgewood gave me the 17 opportunity, the platform to become a leader, grow 18 as a leader, and also become a modern person with 19 the quality academics. Being a person of color in 20 high school, that's a critical part of growth, and 21 going to high school in this area, to be quite 22 frank, sometimes can be a little daunting, because 23 not everyone's like you. The majority people of 24 aren't, but going to a high school that gave me 25 great academics, great athletics, and the</p>
<p>Transcript of Proceedings, 7-11-19 Page 202</p> <p>1 that I would say we are good neighbors. Nobody is 2 being hurt by this proposal. We are just asking 3 to be treated fairly and equally. I know I'm 4 nearing my three minutes, but I would like to 5 conclude by saying that my friends at Memorial 6 High School do not have to drive away from home to 7 play at home. Thank you for listening to my 8 thoughts on this topic that is so close to my 9 heart.</p> <p>10 MS. KELSO: Jon Standridge, Dennis 11 McKinley, Tanya Cunningham, Chris Caulum, Jennifer 12 Kushner, Char Thompson, Yael Gen, Ann Clark, John 13 Nicol, Eric Brodsky, Amy Davis, Landry Ndahayo, 14 Heidi Eckstein, Hiam Garner, Matthew Lee.</p> <p>15 MR. LEE: That's me. 16 MS. KELSO: Yeah, I know. 17 MR. LEE: Nobody wants to hear me saying 18 anything else. 19 MS. KELSO: And Gwendolyn Jones already 20 spoke? And Madeline Cruz spoke. Noel Sterett. 21 MR. STERETT: Already spoke as well. 22 MS. KELSO: You -- okay. Thank you. 23 James Van Gemert? 24 MR. COLLINS: All right. Each will have 25 three minutes. We'll take you -- oh, what's --</p>	<p>Transcript of Proceedings, 7-11-19 Page 204</p> <p>1 community that's fostered by sports, that 2 community was amazing, and because of that I was 3 able to go to UW-Madison, graduate in four years 4 with a full-ride scholarship academically and 5 become a consultant at SVA, and I carry that 6 leadership trait back there in my leadership and 7 continue to grow that for my consulting job. But 8 I say that because Edgewood has the opportunity to 9 make that community involvement in the community 10 with this field, being able to play home games. 11 Being a person of color, that is important because 12 as you see behind me, everyone from different 13 backgrounds, ages, experiences, all ages, coaches, 14 fans, and players, when we are competing, we are 15 all Crusaders. And in that moment, that's 16 important because we feel -- I feel like I matter 17 and I'm part of the community and I made something 18 happen, and I bring joy and life to this 19 community. And then being able to do that at home 20 on -- on your own soil and having that pride to do 21 that is -- is amazing.</p> <p>22 And Edgewood is getting used as a 23 vehicle, as an opportunity to attract more people 24 of color, and I think that is important because I 25 think that faith and being involved in the</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 205</p> <p>1 community and our environment for people to attend 2 a school academically and athletically creates 3 more leaders and can create more diverse leaders 4 in Edgewood and in the community. That's all I 5 have. Thank you.</p> <p>6 MR. VAN GEMERT: My name is Jim Van 7 Gemert, and my wife and I have lived in the 8 neighborhood for 32 years. Actually, we're a 9 block away from the Dudgeon-Monroe neighborhood. 10 I went to Edgewood and played football there in 11 the '70s, as did my two brothers. My boys played 12 football there too, and unfortunately none of us 13 got to play on a home field, and I believe a home 14 team should play on a home field.</p> <p>15 I think if you ask any one of these boys 16 over here, they'd love to play on their own field 17 with their locker room. As a side note, I have 18 helped out and volunteered at the Edgewood games 19 for the last 32 years, and I've been to every 20 single home game, and I don't believe that the 21 number of people that are at these games would 22 cause a problem after the game. I don't think 23 they're being disruptive. I think everything 24 would be fine, and I think Edgewood deserves to at 25 least have home games. Thank you very much.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 207</p> <p>1 whole new zoning code. Fitchburg has done it, and 2 obviously City of Madison did it six years ago. 3 When this happened, some of my clients said, "What 4 if they change my zoning to something that doesn't 5 allow my current use?" And my answer is, "Don't 6 worry about it. You're grandfathered."</p> <p>7 So even if you sustain the City's 8 position here, I still think we've had this use. 9 This use hasn't changed, and nothing that 10 Edgewood's done has done anything to change it. 11 And finally, I notice in the arguments back and 12 forth when the City issued a violation, and they 13 said that they were holding athletic games on the 14 athletic field, they did not say they were holding 15 athletic games in an open space, and I think 16 that's a key thing, because in the master plan, 17 they're relying on the fact that it's open space 18 and not an athletic field, but yet the violation 19 says something different. Thank you.</p> <p>20 MS. KELSO: Davis Leeper, Andrew Cusick, 21 Maura MacDonald, Ellie Trudgeon.</p> <p>22 MR. LEEPER: Does this work? My name is 23 Dave Leeper. I've lived in Madison since 1958 and 24 have been a close Edgewood -- Edgewood neighbor 25 for over 25 years. I consider Edgewood a positive</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 206</p> <p>1 MR. CAULUM: I'm Chris Caulum. I'm a 2 resident of the city of Madison, have been all my 3 life. I attended EHS in the mid-'80s, early '90s 4 where my classmates played games on that field. A 5 couple of my kids now attend EHS, and my daughter 6 will in a couple years. We're certainly hoping 7 that they will be able to play varsity games on 8 that field as well.</p> <p>9 In my professional role, I work in 10 commercial real estate and routinely deal with 11 planning, zoning issues, and dealing with City 12 ordinances. I've have had quite a few e-mails 13 with Mr. Tucker and maybe a few meetings. He has 14 a hard job. I'm sure he got a lot of complaints, 15 and sometimes when you get complaints, you feel 16 you need to act. I just think he got it wrong in 17 this case.</p> <p>18 I've never heard from any of my 19 corporate clients that they've been approved for a 20 certain zoning or use being accused of 21 intensifying that use. That doesn't even register 22 in anything I've ever heard in any professional 23 life. There's been a lot of municipalities around 24 the area that have changed their zoning recently. 25 Dane County just did it. They just adopted a</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 208</p> <p>1 asset to our City and our neighborhood. That's 2 not at dispute here. We've been talking to 3 Edgewood about the development of its campus ever 4 since I moved to the neighborhood. In most cases, 5 including the 2015 improvements to the practice 6 field, the neighborhood has been supportive; 7 however, the neighborhood has consistently opposed 8 building a stadium at the site of the practice 9 field or playing competitive games.</p> <p>10 Until recently, Edgewood respected our 11 wishes, and we have worked well together. The 12 master plan was created cooperatively, and as has 13 been pointed out, many development projects were 14 accepted by the neighborhood, and Edgewood has 15 pursued this development through the streamlined 16 process provided by the master plan.</p> <p>17 As a compromise, the practice field was 18 designated to be used only for practice and 19 physical education classes. The institutional 20 master plan process is relatively new to our 21 zoning laws. If master plans and the planning 22 process are to have any legitimacy and respect, we 23 need to be able to rely on what we created 24 together and what the City approved. No one likes 25 to give a citation to a school for playing games,</p>

<p>Transcript of Proceedings, 7-11-19 Page 209</p> <p>1 but the City had no choice but to issue citations 2 in this case or ignore the master planning 3 process. 4 Edgewood knows perfectly well how to 5 amend the master plan. They started the process, 6 and they dropped it. If they want to play games 7 or build a stadium where the practice field is, 8 they should amend the master plan. I'm asking you 9 to deny the appeal and to uphold the City's 10 citation in this case. 11 MR. CUSICK: My name is Andrew Cusick. 12 I own a property at 836 Woodrow Street. Last 13 summer at this exact time, I went before the City 14 Planning Commission to ask for a conditional land 15 use permit to build a very small residential 16 structure called an auxiliary dwelling unit, ADU, 17 on my property. ADUs, if one follows the rules 18 exactly, are currently allow -- allowable under 19 Madison zoning ordinance. 20 The ADU was designed by a well-known 21 Madison architect under careful advisement from 22 both City planning and City zoning employees 23 including the director of zoning, Matt Tucker, and 24 it was a fun process. I enjoyed it very much. 25 The City Planning Commission with input from</p>	<p>Transcript of Proceedings, 7-11-19 Page 211</p> <p>1 who will be a sophomore at Edgewood next year. He 2 plays football, basketball, and baseball; and I 3 also have a ten-year old sister, Avery, who has 4 been counting down the years until she, herself, 5 gets to play soccer at Edgewood. 6 My experience on the soccer team has 7 been nothing but extraordinary; however there have 8 been some difficulties as well. These challenges 9 regarding our ability to feel welcome on our home 10 field were feelings that could usually be ignored; 11 however, there was one incident that is hard to 12 forget. Our team was warming up for an exciting 13 game on Edgewood turf when we noticed that the 14 police had arrived due to us being on the field. 15 This left us feeling confused and inattentive to 16 the task at hand, which was our upcoming game. 17 Our coaches urged us to stay focused on the game, 18 but it was clear this was a huge distraction. 19 Although this lack of focus was 20 frustrating, it was nothing compared to the 21 confusion, fear, and guilt we felt at that time. 22 My teammates and I have felt guilty for trying to 23 play a game of soccer. We were doing what all 24 high school athletes love to do, compete on our 25 home field.</p>
<p>Transcript of Proceedings, 7-11-19 Page 210</p> <p>1 neighborhood people and through the public process 2 unanimously voted against my plan. Several months 3 ago, Edgewood was at a point where they were going 4 to go through the exact process -- public process 5 where City officials -- City Planning elected 6 officials would vote on their plan for lights, 7 sound, and stadium-style seating. At the very 8 last minute, Edgewood withdrew their request, 9 probably fearing they would lose in the same 10 fashion that I lost in the democratic process. 11 Now they are asking for changes that a 12 normal person like me can't understand because 13 there's so much legalese going on. I suspect that 14 the eventual plan is to build lights, stadium, and 15 seating, and all of that. My question is: What 16 kind of public process is that? The zoning 17 process allows for a democratic process, and I 18 echo our newly elected alder to have Edgewood go 19 through that process, whatever it is, and I thank 20 you for your consideration. 21 MS. TRUDGEON: Hello. My name is 22 Ellie Trudgeon, and I'm a recent graduate of 23 Edgewood High School in the class of 2019. I have 24 played varsity soccer for Edgewood since my 25 freshman year. I have a younger brother, Jackson,</p>	<p>Transcript of Proceedings, 7-11-19 Page 212</p> <p>1 I never experienced feeling unwelcome at 2 Edgewood High School before this moment. In fact, 3 Edgewood is the place where I feel most welcomed 4 by everyone. I questioned why we were being 5 treated like unwelcome prisoners because 6 Edgewood's a place that welcomes all. 7 Since my first day at Edgewood four 8 years ago, I was introduced to a place that values 9 every person that walks into the school but that 10 also values the surrounding community. Not only 11 does every student have at least 100 service 12 hours, but also every sports team volunteers 13 throughout the city of Madison throughout their 14 season by choice. 15 Throughout my years on the soccer team, 16 I participated in various service projects, 17 including the Eight Miles For Charity Walk, 18 Millennium Soccer, where we coached 19 underprivileged youth in the Madison area, 20 Second Harvest Food Bank, and we raised money for 21 breast cancer awareness, mental health awareness, 22 and more. 23 We go out of our way to help the city of 24 Madison thrive and prosper, and it is not 25 reciprocated whatsoever. Being a part of the</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 213</p> <p>1 girl's soccer team has shaped me into the person 2 that I am today. I was introduced to teammates 3 who became family and coaches that turned into 4 mentors. From praying as a team before every game 5 to bible readings in the chapel, this team has 6 influenced spiritual life in an extremely positive 7 way. 8 By being on this team, I have learned 9 the importance of teamwork, how to be a leader, 10 that hard work is necessary for success, and to 11 fight for what I believe in. Although it will be 12 strange this year not having soccer to look 13 forward to, I will have something new to excite 14 me, and that is hopefully getting the chance to 15 cheer on my younger siblings and former teammates 16 on Edgewood turf for many years to come. Thank 17 you. 18 MS. KELSO: That's it. 19 MR. COLLINS: That is all the slips we 20 have. I understand that some were handwritten and 21 names to pronounce would be difficult. Is there 22 anyone who had filled out a slip and intended to 23 speak but whose name has not been called? I see 24 two hands up, if they want to come forward. We 25 have a large packet of papers. It might frankly</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 215</p> <p>1 happened there. 2 So my support is driven somewhat by some 3 selfish opinions. I'll admit that. Before the 4 stadium -- or before the field improvements were 5 made, the closest fields in the spring would be 6 Keva in Middleton or down in Fitchburg because the 7 City of Madison Parks oftentimes don't allow the 8 lacrosse kids to practice on them in spring time 9 for fear of tearing them up. I understand the 10 problems with keeping sod in place. 11 But I do believe that what is going on 12 now is really a misinterpretation of the zoning 13 law. The use hasn't changed. Since I moved to 14 the neighborhood in 2012, there have been games 15 going on there. Like Bob Foulks, who spoke before 16 me, I worked as a high school sports official and 17 worked junior level games on those fields. I know 18 that they have -- have been used. So I think that 19 that use hasn't really changed. 20 I also believe that a lot of the concern 21 and opposition to this particular appeal is based 22 on the fact that we live in the shadow of Camp 23 Randall stadium, which has a tremendous number of 24 visitors and some real issues on game day, noise 25 and disruption included. So I wanted to just</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 214</p> <p>1 be a quicker process if you just fill out a blue 2 form again -- or white, I think, at this point. 3 MR. BITTNER: I filled out a white one. 4 Good evening. I hate to prolong things. My name 5 is Jason Bittner. I live on the 2200 block of 6 Keyes Avenue, so in the Dudgeon-Monroe 7 neighborhood. I moved to the neighborhood in 8 2012, and I strongly support the Edgewood appeal 9 of this zoning matter. 10 I have -- I have three daughters. My 11 girls go to Madison public schools. I have two at 12 West, one who recently graduated, and one who is 13 attending Franklin, and they play lacrosse, and 14 the field improvements to -- to put in a word, 15 have simplified my life tremendously in allowing 16 my daughters to play a game that they enjoy. 17 And to clarify something that a previous 18 speaker said about lacrosse has no affiliation -- 19 lacrosse students have no affiliation. West Side 20 Lacrosse Program is a collective of Edgewood, 21 Madison West, Madison Memorial, and home schooled 22 kids on the west side. So it's -- it's kind of 23 wrong to say that we shouldn't -- or we should 24 accept that fact that there is no affiliation to 25 Edgewood with their lacrosse tournament that</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 216</p> <p>1 raise that as a resident of -- of the neighborhood 2 association. I also believe that we need to 3 support the Edgewood campus, that we need to 4 support the opportunity to host additional events 5 that will bring more people into the neighborhood 6 and help them have them support our businesses. 7 I also do not believe this has any 8 impact on home values in the area, nor does it 9 have negative impact on our quality of life. So I 10 appreciate you listening to me on this issue. 11 MR. LANDGRAF: Thank you. My name is 12 Mark Landgraf. I am a longtime Madisonian my 13 whole life. I grew up in the West Lawn area. 14 With the exception of maybe a few years living in 15 West Moorland, my wife and I raised four kids on 16 West Lawn. I'm a West High School graduate. I 17 played on a championship team, and the one regret 18 that I always had is the fact that we didn't play 19 on our home field. We took home a home trophy on 20 somebody else's field, and it's still a feeling 21 that, if I look to these gentlemen to my right, I 22 hope that they can play on their own field and 23 bring home a playoff game. 24 On a personal level, I sent my kids with 25 my wife, all of our four kids to Edgewood. Great</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 217</p> <p>1 experience. It's a great neighborhood. There's 2 wonderful people in this neighborhood, but one of 3 the beauties in this neighborhood is there's 4 differences, and those differences can be 5 overcome. I've personally been a 6 developer/general contractor in the 7 Madison/Milwaukee area for over 34 years. Until 8 recently, I started a different business, but 9 I'm -- I'm involved in a lot of things that have 10 happened in Madison and with projects on 11 Monroe Street, specifically the Parman Place 12 project. We have a great City staff, and I've 13 mentioned this in the past, that I applaud them 14 their work. But we also have the neighborhoods, 15 and those neighborhoods can adapt. There's no 16 difference between adaptability in this issue 17 because of the merits of what's been played on 18 those placards through the years is just a 19 continuation of what can happen today. 20 If it's miswording in a master plan, it 21 happens. I've been involved with over 300 22 different master plans. Not every one is perfect, 23 but they all have flexibility. It's not set in 24 stone. Master plans have flexibility. There's no 25 difference between this one and other ones that</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 219</p> <p>1 themselves, so this will be our last speaker 2 before we move to Edgewood's response. 3 MS. STACEY: Hello. I had no intention 4 of speaking tonight. My name is Marla Stacey. I 5 have a son who is a senior, and he's a soccer 6 player. I'm speaking on behalf of parents as a 7 safety -- from a safety standpoint. 8 As Joseph mentioned earlier, the boys 9 have to get in carpools and drive to a field 10 that's 20 minutes away. They're not racing 11 hopefully. I think you guys are all great 12 drivers, but you've got 14-years-olds hopping in 13 cars with 16-, 17-, and 18-year-olds. And 14 frankly, it is a safety issue. We rely on these 15 kids to get to those games. We rely on students 16 to drive our students because we, ourselves, can't 17 get there to get them to their games. 18 I hope and pray every time that they 19 make it there safely, that they're not racing to 20 get to their games. I just want you to take into 21 consideration that if they were at home, we 22 wouldn't have to worry about this. They could go 23 right to their field. We could go to their game, 24 watch their game, everything could be calm and I 25 just -- I would hope that you could take that into</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 218</p> <p>1 are out there in the city of Madison as of right 2 now. 3 Things change. Things move forward. I 4 remember when back in the '60s, I grew up with 5 nine kids in our family, and we used to go over to 6 Edgewood at West High and play, and one of the 7 things I remember on Monroe Street was all the 8 semitrucks that used to go up and down to 9 Oscar Mayer; hogs and cows making tons of noise in 10 the middle of the night because they weren't 11 allowed to go in the daytime. Nobody sat there 12 and complained because it put people to work at 13 Oscar Mayer up and down Monroe Street. How times 14 have changed. 15 All we're asking for here is a game or 16 two to be played at Edgewood High School since 17 they've been doing that for a long time. Give 18 kids an opportunity to be kids and become 19 productive adults in our society. That's all it 20 is, thinking about kids. 21 MR. COLLINS: Thank you. 22 Is there anyone else wishing to speak in 23 favor or against or for information? Hear -- only 24 one person has come forward, so we'll begin by 25 filling out the form. No one else has identified</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 220</p> <p>1 consideration. It's not just playing games. It's 2 a safety issue. I know other teams -- I know West 3 probably has the same issue as well, but they 4 don't have the luxury of being able to have a 5 field on their home site, and we do. Just from a 6 parent's standpoint, I hope you take that into 7 consideration as well. Thank you. 8 MR. COLLINS: Thank you. Before -- we 9 do have Edgewood's response. I do recall we had 10 one person in the beginning who wrote to speak but 11 then left. We had a second as well. We had some 12 written comments submitted early today as well. 13 One is a combination of printed and handwritten. 14 So I'm a little afraid to read that out loud, but 15 what I will do is treat them like written 16 comments, which we do have those. We, in fact, 17 have several here. We'll pass those around to the 18 board. We'll take a moment before we continue. 19 And for the purposes of the public, one 20 is from Brad Boyce, who lives on Woodrow. His 21 comments speak in opposition to Edgewood in favor 22 of the City. All of these will be part of the 23 public record, and if Edgewood or the City wants 24 to look at it in terms of its rebuttal, they're 25 certainly welcome to. I just want to make sure we</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 221</p> <p>1 have the copy back because it's the sole copy. 2 MR. LEE: I understand. Commissioner 3 Collins, Edgewood has one written statement to put 4 into the record in favor of Edgewood's position. 5 I have one copy. Would you like me to pass that 6 around? 7 MR. COLLINS: Why don't you do that as 8 well, Matt. 9 MR. LEE: Should I start with 10 Ms. Jenkins? 11 MR. COLLINS: Yes. We'll just take 12 moment. We won't recess. We'll just take a 13 moment. 14 MR. LEE: Would you like a second copy, 15 or is one copy okay? 16 MR. COLLINS: One copy is sufficient. 17 MR. LEE: Okay. 18 MR. COLLINS: While we're continuing 19 that process, I would just note for Edgewood's and 20 the City's benefit -- although I think it's 21 self-evident, we had many people fill out forms 22 for or in opposition who didn't speak. Either 23 they left or did not intend to speak. We're 24 obviously here on a legal interpretation question, 25 and so certainly if any board members or Edgewood</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 222</p> <p>1 or the City would like to see those, they're more 2 than welcome to. They're quite voluminous, 3 though, and since they don't go into the analysis 4 and reasoning, I don't intend to read each one and 5 state its precise position. Does Edgewood or the 6 City have any objection? 7 MR. LEE: No. 8 MR. STRANGE: No. 9 MR. COLLINS: The second one was from 10 Char Thompson, who I would generally describe as 11 speaking in favor of Edgewood against the City. 12 The ones that were submitted prior to 13 the meeting by e-mail, one was from Ray Roby, who 14 couldn't be present tonight, in support of 15 Edgewood. And then we had one from Tag Evers in 16 opposition. And then one Edgewood just provided 17 is from Raymond and Deborah and Roby speaking in 18 support -- actually, that might be -- that's the 19 one we actually just referred to. So I guess we 20 have a copy of that. 21 MR. LEE: I guess so. I'm sorry. 22 MR. COLLINS: We're now at the part of 23 the process where Edgewood has up to ten minutes 24 to respond to public comments, but they can 25 reserve a portion of that for rebuttal after the</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 223</p> <p>1 City's ten-minute comment period. Do you know how 2 much you want to reserve at this time? 3 MR. LEE: So -- 4 MR. STRANGE: We talked about the 5 prospect of an additional 30 minutes, and I think 6 we agreed that I'll just go, and he can respond, 7 and hopefully we'll be finished rather soon, if 8 that's okay with -- 9 MR. COLLINS: So there's a stipulation 10 to amend the process? 11 MR. STRANGE: Yes. 12 MR. COLLINS: All right. And what is 13 that stipulation? 14 MR. STRANGE: I'll go first. 15 MR. STERETT: Here's the handheld mic. 16 MR. COLLINS: Let's use the handheld for 17 the remainder of the night. 18 MR. STRANGE: The City will go first. 19 They'll be allowed ten minutes, and then Edgewood 20 will have an opportunity to respond. They'll have 21 ten minutes too, but I won't take ten minutes. 22 MR. COLLINS: Is there a motion from the 23 board to amend the procedure consistent with the 24 stipulation? 25 MS. BERENYI: So moved.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 224</p> <p>1 MR. OSTLIND: Second. 2 MR. COLLINS: There's a motion and a 3 second. Any discussion? All those in favor, say, 4 "Aye." 5 BOARD MEMBERS: Aye. 6 MR. COLLINS: Any opposed? The motion 7 carries 4 to 0. 8 MR. STRANGE: All right. So first of 9 all, thanks to everyone who made comments, and we 10 appreciate -- as I said at the outset, appreciate 11 the participation from the public, and only -- the 12 only thing I really have to respond to is just to 13 ask the board to consider only those comments that 14 are prohibitive of the ordinance interpretation at 15 issue here today, which is: Is -- is a master 16 plan amendment required? Is a Plan Commission 17 approval required for the change of an open space 18 area? 19 And one of the comments that sort of 20 stuck out to me was someone said -- I think it 21 was -- it was someone who was in support of the 22 appeal said it seems like if we could just scratch 23 out and add the word "games," that everything 24 would be okay. I just want to say that when the 25 master plan was adopted, it was adopted as part of</p>


<p>Transcript of Proceedings, 7-11-19 Page 225</p> <p>1 the map amendment, and that means -- that means it 2 became part of the City law, and sometimes as 3 staff, we wish we could do stuff like that because 4 it would make things a lot easier. I wish we 5 could strike out a word here or there, but I 6 wasn't elected, and neither was Matt. And so the 7 process that's required here is to go through this 8 master plan amendment process before the 9 Plan Commission that would then have approved and 10 be adopted by the council as part of the map 11 amendment.</p> <p>12 That's the process that was set up here, 13 so that staff employees like me and Matt can't 14 just go in and strike out words or add in words to 15 make things a little bit easier. My hope is that 16 you'll affirm the decision of the zoning 17 administrator. We'll proceed to the Plan 18 Commission, and we can all work together in a way 19 that makes everybody happy, because that was the 20 intention of the campus master plan to begin with, 21 to balance the needs of the institutions against 22 the -- the needs of the neighborhoods.</p> <p>23 Again, thank you for everybody's 24 comments, and I will pass the mic over.</p> <p>25 MR. WAUTIER: All right. I'll give this</p>	<p>Transcript of Proceedings, 7-11-19 Page 227</p> <p>1 Edgewood community has provided. One of the 2 Dominican values is that community.</p> <p>3 And now I heard opposing counsel speak 4 of, "Well, this is just exclusively a gymnasium or 5 exclusively a game." One of the things I want to 6 remind this board and everybody is the fact that 7 Edgewood, it's not just the athletics in the 8 athletic sense. Athletics is very much a part of 9 the religious mission of the school just as much 10 as athletics -- or academics. If you go tell the 11 history teacher that you have no -- "Your job has 12 nothing to do with our religious mission," she 13 would disagree. Tell Coach Zwettler that his job 14 has nothing to do with the religious mission of 15 the school, he would disagree.</p> <p>16 The sincerely held religious beliefs of 17 this school calls them to engage in athletics and 18 athletics on that facility which they identified 19 on their plan. I think we heard talk of stadiums 20 and all that. That's not -- and I agree with 21 Counsel. This is not why we're here tonight. 22 We're not here to talk about a stadium. We're 23 here to talk about out master plan, which we don't 24 have to cut out any words. We don't have to cross 25 anything out. We identified it on the master plan</p>
<p>Transcript of Proceedings, 7-11-19 Page 226</p> <p>1 a shot. This is a matter of first impression. We 2 talked about the Campus-Institutional District 3 being a new district. You're a body that often 4 sets a precedent. We have to think about the 5 precedent that you would be setting here if you 6 agree with the City's interpretation. The 7 precedent that you would be setting is that these 8 voluntary master plans that expire control 9 existing uses, and they will be able to be parsed. 10 I think Mr. Orosz said it best. They will be able 11 to be parsed for whichever intent is desired by 12 the City.</p> <p>13 Nobody's going to adopt these master 14 plans because that was not the intention when we 15 went into them. It was never an expectation that 16 it would be controlling existing use, and that was 17 something that came in after the fact, and the 18 evidence that we're hearing six and a half years 19 later, this is the first time it's arose.</p> <p>20 MR. STERETT: And with the balance of 21 time, I have to stand up because I've been 22 sitting. But I want just everybody to recognize 23 that this is wonderful, and one of the comments 24 that's not submitted on the blue sheet is the 25 comment that the Edgewood team has provided, the</p>	<p>Transcript of Proceedings, 7-11-19 Page 228</p> <p>1 as an athletic field.</p> <p>2 If you talk to anybody on the street -- 3 my wife wondered, "Why are you still up? Why 4 aren't you home? Is this a case where they're 5 saying you can't have athletic contests on the 6 athletic field?" I mean, frankly this is fairly 7 absurd for most people that aren't, I guess, 8 lawyers, but that's all we're asking you.</p> <p>9 All this board needs to agree with in 10 order to rescind the notices, which we ask you to 11 do tonight and on an expedited basis so that these 12 teams can have assurance that come this fall 13 season, they're not going to have policemen 14 surveilling their games, people taking pictures of 15 every activity.</p> <p>16 All you need to recognize is that when 17 we identified the athletic field on our master 18 plan, just like when we identified the 19 recreational space, what that entails is athletic 20 contests, athletic games. The City is faulting us 21 for not including a term that they didn't even 22 include in their zoning ordinance.</p> <p>23 You can look throughout the zoning code. 24 It doesn't even use the term "athletic contest." 25 What is that use? So what I'm asking you not only</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 229</p> <p>1 is just to harken all of the points we made with 2 respect to the interpretation of the zoning 3 ordinance, but also to remind this board that the 4 reason why the federal law was put in place -- and 5 I've heard a lot about this democratic process. 6 It's oftentimes the democratic process tramples 7 the rights of the minority or the liberty 8 interests of the person that's involved. The 9 reason why it's difficult to have a mosque put up 10 is because the neighbors don't want it, and if 11 it's just because it's a popular thing where the 12 neighborhoods wanted it or didn't want it, the 13 Congress unanimously recognized that, no, we can't 14 have it subject to that. We have to remind 15 everybody in this country that the religious 16 liberty interests of institutions is paramount. 17 You can't -- the government has to be 18 the compelling interest. The government does not 19 have one here, and the proof in the pudding is the 20 fact that under the existing uses identified in 21 the Campus-Institutional District, these uses are 22 allowed uses. The zoning code spells that out. 23 The government can't be arguing that it has a 24 compelling government interest to prohibit 25 athletic contests on an athletic field.</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 231</p> <p>1 students also pray as part of the game. If under 2 the City's interpretation tonight our students are 3 then prohibited from praying because we didn't 4 identify that as an activity -- and I think this 5 board can make that distinction between what a use 6 is and what an activity is -- all these activities 7 we've talked about, athletic contests, praying 8 before a game, singing the National Anthem -- if 9 you've seen the notices of violation, that was one 10 thing the inspector noted, "Oh, they sang the 11 national anthem." Is that allowed? Is that an 12 activity that we should have identified in the 13 master plan? Again, we're getting past the place 14 of zoning, and now we're micromanaging, and if the 15 -- the City is not being true to the equal terms 16 provision of the Religious Land Use Act by 17 allowing University of Wisconsin to identify all 18 their fields as recreational as athletic fields 19 and yet they're using it for competitive games and 20 yet, with respect to Edgewood and Edgewood alone, 21 they are saying we have to go beyond and identify 22 quarterback camps. You even heard from opposing 23 counsel tonight, quarterback camps and powderpuff 24 football. It's going to be an endless list, and 25 that's not the purpose of it.</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 230</p> <p>1 This board not only has the 2 precedent-setting authority tonight saying how 3 they're going to interpret the master plan, but it 4 also has an obligation under the federal law. 5 Tonight, there's going to a final decision which 6 is going to impact the religious mission and 7 exercise of this school. It's going to create 8 irreparable harm to this school and its mission 9 and the formation of these students. 10 You heard tonight several people speak 11 about how athletics was critical and instrumental 12 to their formation as a whole person. That's what 13 Edgewood is about, the formation of the whole 14 student. Some students grow and learn leadership, 15 the value of community, partnership, all these 16 things through athletics. Athletics is a need. 17 Plus it's -- as seen tonight, it's a way in which 18 the community -- Edgewood communicates its values 19 to the community. 20 One of the other things I just want to 21 tie this up in, you've had several of the students 22 say that part of the activities that they engage 23 in duration their competitions and practices is 24 prayer. One of the things that's not identified 25 in our campus master plan is the fact that our</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 232</p> <p>1 So I would just encourage the board to 2 rescind the notices tonight. We expect and 3 request respectfully an expedited decision. 4 There's concerned parents. There's concerned 5 students. It's affecting enrollment, and it's 6 creating irreparable harm to the religious mission 7 of this school, and I thank you for all your time, 8 and I thank everyone for your time for listening 9 to all of us, and God bless you, and God bless the 10 City of Madison. 11 MR. COLLINS: Before we move into the 12 final part of this agenda item, which would be the 13 Zoning Board of Appeals discussion, deliberation, 14 and decision, do either party have any objection 15 to the process or procedure we used here today? 16 MR. STRANGE: No. 17 MR. LEE: No. 18 MR. COLLINS: Do you have any objections 19 to the comments or statements of the board thus 20 far? 21 MR. LEE: Do I have any objections to 22 the comments or statements of the board thus far? 23 MR. COLLINS: In terms of the 24 questioning and the like throughout the process? 25 MR. LEE: No.</p>

<p>Transcript of Proceedings, 7-11-19</p> <p>Page 233</p> <p>1 MR. STRANGE: No.</p> <p>2 MR. COLLINS: We'll now move to zoning</p> <p>3 board discussion, deliberation, and decision. As</p> <p>4 I stated at the onset as Chair, I have a more</p> <p>5 limited role at this stage in the process. I will</p> <p>6 turn to the board members to begin the discussion,</p> <p>7 and when they are ready, they can make me a</p> <p>8 motion.</p> <p>9 MR. OSTLIND: I'll start with</p> <p>10 discussion, if you've got a mic.</p> <p>11 We've heard lots of discussion about</p> <p>12 what Edgewood's mission is and what they provide,</p> <p>13 and it's certainly clear that they do a good job.</p> <p>14 We've heard from several students here, and they</p> <p>15 represent a -- the school very well in how they</p> <p>16 presented that, and we've heard from many</p> <p>17 residents about their concerns about the uses of</p> <p>18 the facilities on the Edgewood campus.</p> <p>19 But what we're here for tonight, the</p> <p>20 charge for the Zoning Board of Appeals is to</p> <p>21 determine if the zoning administrator properly</p> <p>22 interpreted the zoning ordinance, which is a</p> <p>23 different question than whether or not sporting</p> <p>24 events are great activities for young people or</p> <p>25 whether or not it's part of a mission of any given</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 235</p> <p>1 to the ability to hold interscholastic contests,</p> <p>2 which is what the City high schools are able to do</p> <p>3 and what the zoning administrator has indicated is</p> <p>4 not included as a use within the master plan. And</p> <p>5 Edgewood's representatives have suggested that the</p> <p>6 uses really aren't restricted within the master</p> <p>7 plan concept and that it's ongoing and perhaps it</p> <p>8 was an oversight that we didn't list it or maybe</p> <p>9 we wouldn't list everything that's possible there,</p> <p>10 but when I look at this, I go to the -- I start</p> <p>11 with the statement of purpose. Why were we doing</p> <p>12 a master plan?</p> <p>13 It's been said that there's certainly</p> <p>14 benefits for those entities that submit a master</p> <p>15 plan in the development and review process for</p> <p>16 them going forward, but each of the first three</p> <p>17 subcategories under the statement talk about</p> <p>18 minimizing adverse impacts, need to protect the</p> <p>19 livability and vitality of adjacent neighborhoods,</p> <p>20 and being able to understand the levels of</p> <p>21 development that are likely being passed, and</p> <p>22 appropriate mitigation measures.</p> <p>23 So this suggests to me that -- that</p> <p>24 clearly whatever is in this part of the zoning</p> <p>25 ordinance is not strictly by right and cannot be</p>
<p>Transcript of Proceedings, 7-11-19</p> <p>Page 234</p> <p>1 entity.</p> <p>2 So that's where I want to focus my</p> <p>3 comments, and it starts in some ways with what</p> <p>4 I've heard several times, is that Edgewood wants</p> <p>5 to be treated just like other Madison high</p> <p>6 schools, and if we aren't treating them the same,</p> <p>7 then there's some prejudice involved. And I think</p> <p>8 there's a very specific difference between the</p> <p>9 Madison high schools and Edgewood. They are both</p> <p>10 in a Campus-Institutional Zoning District.</p> <p>11 Edgewood has chosen to submit a master plan, and</p> <p>12 the other campuses have not. And we're here to</p> <p>13 assess the zoning administrator's interpretation</p> <p>14 of that campus plan. And so there is nothing in</p> <p>15 my consideration of this issue that is based on</p> <p>16 any sort of religious content or affiliation of</p> <p>17 any of the parties, and I just want to make that</p> <p>18 clear for the record, that in my consideration of</p> <p>19 this, it's simply based on the -- the difference</p> <p>20 is based on the fact that Edgewood has submitted a</p> <p>21 master plan and the other high schools haven't,</p> <p>22 and that in -- from my perspective from what we're</p> <p>23 considering here tonight, this is a singular</p> <p>24 difference between the entities.</p> <p>25 And the discussion has really come down</p>	<p>Transcript of Proceedings, 7-11-19</p> <p>Page 236</p> <p>1 use -- be done simply because there's a listing of</p> <p>2 items there. The intent here was to allow for the</p> <p>3 development process on a larger scale and to allow</p> <p>4 for a dialogue to look through that, and then</p> <p>5 there are discussions about things that should --</p> <p>6 that are required to be in a master plan, if one</p> <p>7 decides to do that.</p> <p>8 And really that's what we come down to;</p> <p>9 was interscholastic athletic contests included as</p> <p>10 part of the proposal for the -- included in the</p> <p>11 master plan as a use on -- on the site? And I</p> <p>12 have not heard from the applicant that -- a</p> <p>13 rationale that suggests they had that in there or</p> <p>14 there was some other reason that we would</p> <p>15 automatically understand that that would be the</p> <p>16 case. Because it's an athletic field doesn't mean</p> <p>17 that there's necessarily the interscholastic</p> <p>18 contests.</p> <p>19 There certainly are all kinds of</p> <p>20 activities that fall within athletics from</p> <p>21 intramurals to practices and physical education,</p> <p>22 but in and of itself, that term, in my mind, does</p> <p>23 not suggest what -- what I hear is being asked</p> <p>24 for.</p> <p>25 And -- and there's been comparisons to</p>

<p>Transcript of Proceedings, 7-11-19 Page 237</p> <p>1 the University of Wisconsin's plan, and both of 2 these plans came forward and they're early ones in 3 the process, and it's -- it's certainly 4 conceivable with this new process that not 5 everything went perfect on the first round, but 6 there is a process within the Campus-Institutional 7 District to address that and that plans can be 8 amended as Edgewood has done already. So it's 9 certainly -- when there's something in there 10 that's not what was intended or didn't fully 11 convey an intent, there's certainly an opportunity 12 to come forward through the process and make those 13 changes. 14 Someone suggested during testimony that 15 the burden is on the government in this case, and 16 in this particular case, the -- the applicant, 17 Edgewood, chose to prepare a master plan because 18 it imparted at least several benefits to them for 19 that. And in that regard, the burden is on the 20 applicant to provide to the City and to the 21 Plan Commission their vision of what they want to 22 do and convey that. And what we have is a product 23 that was developed by the applicant in 24 consultation with the neighborhoods or at least 25 the liaison, as I understand it, but brought to</p>	<p>Transcript of Proceedings, 7-11-19 Page 239</p> <p>1 guess I don't see where -- where the harm comes 2 from having to do that, where the harm is created 3 by -- by following -- by going and amending the 4 master plan. 5 And it's clear by the number of people 6 who spoke in favor of -- of Edgewood college and 7 their place in that community and that 8 neighborhood and Madison in general that they have 9 a tremendous amount of support for their mission 10 and for what -- what happens at that campus. And 11 so given that, isn't the -- sort of the most 12 appropriate thing to do this very transparent 13 process, amend your master plan, get the support 14 that's clear that exists here, and then move 15 forward from there? 16 And I guess that's where -- where I'm 17 sitting right now, is that I don't see the harm 18 caused by following the process of amending the 19 master plan, but do I see the benefit. The 20 benefit is everything's right there on the table. 21 Everybody gets to come to the table and -- and 22 have the conversation. I think that it's in -- it 23 sounds like Edgewood has been a good neighbor, and 24 I would think that in the interest of continuing 25 that, that this would be part of that being a good</p>
<p>Transcript of Proceedings, 7-11-19 Page 238</p> <p>1 and submitted to the Plan Commission by the 2 applicant. And that's what was reviewed by the 3 Plan Commission and approved there. So that's the 4 document we're working with. 5 And the question then becomes: Did the 6 zoning administrator properly interpret that 7 document and the overlying zoning ordinance when 8 he made his decision? 9 MS. BERENYI: What I find myself 10 pondering right now is -- is that there is a 11 process by which Edgewood could amend their master 12 plan to reflect this use of their athletic field, 13 and I believe the purpose of -- of that process is 14 because the master plan was supposed to represent 15 sort of a -- a blueprint for the ten -- ten years 16 forward of how that campus would be used or how 17 any -- anyone in this zoning district would use 18 their -- their facilities if they -- if they 19 choose to go through the master plan process. 20 But then there's, you know, this 21 opportunity to say, "Oh, you know, actually, you 22 run into this issue. We didn't -- our master plan 23 doesn't fairly reflect what we -- what we want," 24 and so the process, it would seem to me, to change 25 that, is to follow amendment process. And I -- I</p>	<p>Transcript of Proceedings, 7-11-19 Page 240</p> <p>1 neighbor. "Hey, you know what would be cool? If 2 we could have -- if we could have -- what would be 3 cool is if we could have our home games here." 4 And I -- I -- I think that the -- I 5 honestly think that they would have great success 6 following that -- following that process because 7 people love Edgewood. This -- this audience has 8 made that clear. So I guess that's -- that's 9 where -- where I'm sitting right now is -- is 10 let's -- let's have this be a -- a super 11 transparent process and get everybody at the table 12 and get everybody on board. 13 MS. JENKINS: I don't even know what the 14 time is, but I do want to thank everyone who is 15 still here with us and for really being a part of 16 the heartfelt -- heartfelt testimonies. 17 I do want to acknowledge three things 18 that, you know, from the testimonies that we heard 19 or that were shared with us, which is, you know, 20 regarding potential harm in the area of economic 21 growth or revitalization of Monroe Street. You 22 know, there was a theme of surrounding fairness in 23 terms of are we holding Edgewood to a different 24 standard than we do other C-I Districts? And -- 25 and then really more of a -- maybe a terminology,</p>

<p>Transcript of Proceedings, 7-11-19 Page 241</p> <p>1 if I'm interpreting that correctly, between what 2 "games" means, competitive versus just competition 3 between groups of students playing sports. 4 That said, I do want to echo some of the 5 sentiments that were shared previously from board 6 members here in that this isn't a case of whether 7 or not we support Edgewood or not. It's really 8 about the -- the code -- the zoning code itself, 9 the interpretation of that and us reviewing that 10 against the -- really, the Edgewood campus master 11 plan and what it's laid out and set out to do. 12 So I -- I'm also in that predicament 13 where I am going to be focusing my positions based 14 on those two materials formally. 15 MR. COLLINS: Is there any further 16 discussion from the board? 17 MR. OSTLIND: I'd just make one comment. 18 It's not so much discussion, but there's been many 19 evenings when I've sat in the audience at hours to 20 this level or well beyond, and I think it's the 21 participation of people in Madison that makes this 22 city a great place to be, and so the fact that 23 you're willing to put in the effort to be here and 24 to sit through this and hear all of the testimony 25 and discussion, I commend you for that.</p>	<p>Transcript of Proceedings, 7-11-19 Page 243</p> <p>1 sort of solution in terms of how they would intend 2 to remediate that challenge or that, you know, 3 issue. 4 And the only place where I saw that they 5 had talked about the use of the athletic field is 6 really in the park and open space section. So 7 I'm -- I just wanted to share that because, I 8 mean, I was really looking for, like, the next 9 section. Like, there's got to be something, 10 right? But I'm just not seeing it. So I just 11 kind of want to share that. 12 MR. OSTLIND: I had forgotten about that 13 aspect where they had talked about the problems 14 with holding the events. As you say, there was no 15 indication that they were intending to have them 16 anywhere in the document. 17 MS. JENKINS: I mean, in contrast, I 18 scanned over the UW plan as well, and, you know, 19 they laid out the -- basically what a master plan 20 is intended to do, which is what I believe it's 21 intended to do, which is "Within the next ten-year 22 period, we intend to do the following development 23 of facility changes or improvements, and this is 24 what we think that would look like." 25 So I was really looking for something</p>
<p>Transcript of Proceedings, 7-11-19 Page 242</p> <p>1 MS. JENKINS: Question. First meeting. 2 So the discussion portion, are we allowed to have 3 a discussion amongst ourselves? 4 MR. COLLINS: The discussion will be in 5 open session. 6 MS. JENKINS: Okay. I mean -- that's 7 what I mean -- 8 MR. COLLINS: Yeah. 9 MS. JENKINS: Okay. 10 MR. OSTLIND: So you -- any other 11 comments or questions you want directed to the 12 rest of us, certainly. It's not all just 13 statements, if we have them. 14 MS. JENKINS: Well, I -- I mean, I spent 15 the last whatever minutes here going through the 16 master plan and reviewing that, the one that was 17 dated in 2014, and, you know, I -- I mean, I did 18 see the language early on in the plan itself that 19 Edgewood talks about the challenges with not 20 having athletic -- or the ability to have 21 competitive athletic activities on the campus, but 22 what I'm really struggling with is that that -- 23 that problem statement was introduced; however, if 24 you look at the rest of the content within the 25 master plan itself, it didn't really propose any</p>	<p>Transcript of Proceedings, 7-11-19 Page 244</p> <p>1 similar in the Edgewood plan that would outline 2 essentially some plan addressing, you know, that 3 particular challenge, which is the topic at hand. 4 I don't know what page, but being a speed reader, 5 it happens that I saw it. 6 Page 15 of the 2014 master plan. It's 7 in the last paragraph in Section 3.1 -- oh, sorry. 8 It's paragraph 4. It's the third paragraph, the 9 last sentence here where it talks about 10 understanding its challenges and opportunities 11 with regard to using its current athletic 12 facilities. 13 And then if you proceed to page 17 under 14 the title Athletics, it will go into further 15 description of those challenges. 16 MS. BERENYI: Yeah, I kind of see what 17 you mean when -- sorry. I see what you mean. 18 They make a pretty -- they make a strong statement 19 about those challenges of finding places to have 20 their games, their competitions; and yet the 21 master plan -- they don't have a proposal for what 22 that's going to be really, and it certainly 23 doesn't mention, "Well, we're just going to do it 24 at home." You know? So -- 25 MS. JENKINS: Yeah, you know, I was sort</p>

<p>Transcript of Proceedings, 7-11-19 Page 245</p> <p>1 of expecting to see it maybe under the Building 2 section perhaps under the -- the code, but I -- 3 but there's really not a section under the 4 Proposed Planning for open space in particular. 5 So it really just went from -- I forgot where it 6 was. It went from Transportation, I believe, 7 to -- yeah, so it went from Stormwater Management 8 to Transportation, and it really just skipped over 9 the development or the proposed development for 10 the open space. 11 MR. OSTLIND: If I can, in the Table of 12 Contents, Section 3.8 is the open space. 13 MS. JENKINS: Right. So the 3.8 was 14 exactly the page that I had shared -- 15 MR. OSTLIND: Okay. 16 MS. JENKINS: -- which lists the two 17 specific briefs in that section, 3.8.1, I believe, 18 was the very first item. 19 MR. WAUTIER: I'm sorry. The section 20 you're -- 21 MR. COLLINS: We're in deliberation. 22 MR. WAUTIER: Understood. 23 MR. COLLINS: Does the board need more 24 time to review materials? 25 MS. JENKINS: No.</p>	<p>Transcript of Proceedings, 7-11-19 Page 247</p> <p>1 By a vote of 4 to 0, the motion carries. 2 The next item on the agenda is 3 adjournment. We are -- we are adjourned. 4 (Adjourning at 11:47 p.m.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>
<p>Transcript of Proceedings, 7-11-19 Page 246</p> <p>1 MR. COLLINS: Is there further 2 discussion or deliberation? Is there a motion? 3 And just to clarify, as I started with 4 at the beginning, I cited the statute in full and 5 the ordinance in full. They are substantially 6 similar. I'll go with the ordinance, which states 7 that, "The board upon a concurring vote of a 8 majority of a quorum may reverse or affirm wholly 9 or partly or may modify the order, requirements, 10 decisions, or determinations appealed from. 11 MR. OSTLIND: I'll make a motion. The 12 motion would be that the Zoning Board of Appeals 13 fully affirms the decision of the zoning 14 administrator with regards to this appeal. 15 MS. BERENYI: I'll second. 16 MR. COLLINS: There's been a motion and 17 a second. I know there has already been some 18 discussion and deliberation, but since we now have 19 a motion, is there any additional discussion? 20 Hearing none, all those in favor of 21 fully affirming the zoning administrator's 22 decision, signify by saying, "Aye." 23 BOARD MEMBERS: Aye. 24 MR. COLLINS: Opposed, say, "Nay" -- 25 "no" or "Nay."</p>	<p>Transcript of Proceedings, 7-11-19 Page 248</p> <p>1 STATE OF WISCONSIN) 2 COUNTY OF DANE)SS 3 I, JESSICA BOLANOS, a Notary Public in and for the 4 State of Wisconsin, do hereby certify that the 5 foregoing Zoning Board of Appeals Hearing was taken 6 before me at the Madison Municipal Building, 215 7 Martin Luther King, Jr., Boulevard, City of Madison, 8 County of Dane, and State of Wisconsin, on the 11th 9 day of July 2019; that it was taken in shorthand by 10 me, a competent court reporter and disinterested 11 person, approved by all parties in interest and 12 thereafter converted to typewriting using 13 computer-aided transcription; that said transcript is 14 a true record of the hearing; that the appearances 15 were as shown on Pages 3 and 4 of the transcript; 16 Dated July 14, 2019. 17  18 <i>Jessica Bolanos</i> 19 Notary Public, State of Wisconsin 20 21 22 23 24 25</p>

	access (1) 189:20	9:25;44:15;49:9; 50:14;53:1,12;70:22; 102:15;117:5;128:23; 130:20;137:1;146:8; 162:8;173:12;201:12; 205:8;222:18,19; 238:21	167:24;168:1,16; 169:1;225:17;233:21; 235:3;238:6;246:14	193:19
\$	accessory (3) 64:25;95:11;184:23			affordable (1) 51:23
\$1 (1) 182:6	accident (1) 183:3		administrator's (9) 63:11;66:10;82:1; 84:24;85:5;138:4,17; 234:13;246:21	afraid (2) 104:19;220:14
\$200,000 (1) 139:4	accommodate (1) 64:4	adapt (1) 217:15	admit (1) 215:3	African (3) 49:21;50:18;51:12
\$35,000 (1) 47:25	accompanies (1) 33:3	adaptability (1) 217:16	admitted (1) 158:16	afternoon (2) 26:10;42:21
A	accomplishing (1) 31:15	adapting (1) 194:4	adopt (7) 16:22;92:1,4,9;99:5; 107:1;226:13	again (34) 6:1;7:19,24;14:2; 19:2;20:14;21:12; 27:14;85:6;92:10; 93:22;22;99:4;103:18; 105:25;109:20;113:24; 117:12;121:7;122:3; 128:10;135:8;143:3; 148:25;153:7;156:14; 167:15;168:6;177:8; 182:1;188:14;214:2; 225:23;231:13
ability (10) 54:14;64:9;73:25; 108:18;119:19;154:23; 198:8;211:9;235:1; 242:20	according (2) 105:10;179:12	add (16) 18:11;37:13;93:17; 100:13;108:7;109:11; 110:22,23,24,25;116:1; 127:1;135:1;199:4; 224:23;225:14	adopted (26) 30:23;34:2;66:23,24; 67:8;69:11;70:25;78:8; 89:25;92:16;93:7; 99:11;104:10,11; 106:16;114:2,10,10; 156:12,20;164:13; 168:6;206:25;224:25, 25;225:10	against (14) 26:1;31:7;47:7;52:6; 131:19;142:1;182:13, 15;199:12;210:2; 218:23;222:11;225:21; 241:10
able (41) 41:8,21;42:10;43:13, 21;46:13,21;55:5; 68:14,23;71:3;79:20; 85:4;88:13;106:22; 108:20,24;110:16; 120:19;121:1,4; 123:19,23;124:6,13; 160:19;184:18;191:8, 9;192:20;193:11; 204:3,10,19;206:7; 208:23;220:4;226:9, 10;235:2,20	account (1) 73:25	added (10) 29:25;33:16,24; 54:17;72:23;73:3; 122:3,4;126:1;180:14	adopting (3) 68:16;69:14;92:20	agenda (26) 6:5,8;9:15,18,25; 10:2,19;11:4,21,21; 13:8,11;15:1,3,5,16,25; 16:3,16,25;17:8;18:8; 19:3,6;232:12;247:2
above (1) 136:1	accurate (2) 24:21;134:1	adding (1) 20:6	adoption (1) 159:8	ages (2) 204:13,13
absence (1) 184:25	achieve (1) 41:2	addition (4) 54:17;175:23; 184:18;198:23	ADU (2) 209:16,20	ago (12) 5:9;26:14;29:10; 56:22;58:10;104:12; 141:14;188:22;200:7; 207:2;210:3;212:8
absent (2) 87:24,25	acknowledged (2) 185:24,25	additional (9) 24:9;75:22;128:24; 134:6;176:15;177:9; 216:4;223:5;246:19	adults (1) 218:19	agree (23) 6:16,21;7:13,19;8:2; 14:1,18;20:1;72:17; 97:18;99:23;105:1; 112:4,12;113:3; 135:20;144:9;154:15, 15;167:1;226:6; 227:20;228:9
absolutely (10) 36:17;39:25;88:22; 98:10,16;105:21; 106:2;113:3;148:19; 185:13	across (7) 53:8,17;144:23; 145:6;162:12;178:15; 197:6	address (7) 10:17;11:18;19:20; 21:13;53:24;75:19; 237:7	ADUs (1) 209:17	agreed (5) 7:3;21:23;60:23; 116:7;223:6
abstaining (1) 172:19	Act (9) 27:8;52:21;81:20; 82:4;149:5,20;192:16; 206:16;231:16	addressed (1) 19:11	advantage (5) 124:1;146:16; 184:15;191:1,2	agreement (2) 181:22,24
absurd (5) 88:23;164:21;165:3; 171:7;228:7	action (2) 119:24;163:24	addressing (1) 244:2	adverse (5) 31:21;64:8;76:15; 168:22;235:18	agrees (7) 6:19,20;7:15,16; 8:20,21;154:22
abundantly (1) 85:16	actions (4) 27:5,18;31:25;71:7	adequate (2) 134:4;174:23	advisement (1) 209:21	agricultural (4) 65:8;74:6;88:6,8
academic (8) 28:4;50:18;51:4,5, 11,24;52:4,13	active (2) 72:21;194:1	adjacent (5) 36:8;64:12,14;65:14; 235:19	Advisory (1) 78:3	ahead (2) 121:10;122:25
academically (4) 41:4;50:23;204:4; 205:2	activities (29) 34:12;37:21;38:11, 14;39:1,14;40:4,5; 75:10,15,22;76:22; 77:9;83:7;86:13;106:6; 135:13;136:21;137:2, 9;139:18;158:15; 171:6;193:10;230:22; 231:6;233:24;236:20; 242:21	adjoining (1) 18:15	advocates (1) 188:25	airtight (1) 191:11
academics (5) 60:3;87:7;203:19,25; 227:10	activity (13) 36:23;37:7;76:19; 101:6,10,15;149:7; 171:8;194:4;228:15; 231:4,6,12	adjourned (1) 247:3	affect (1) 5:13	Albright (7)
accept (1) 214:24	actual (4) 10:3;15:19;16:16; 138:23	adjourned (1) 247:3	affected (2) 7:4;195:17	
acceptable (2) 17:15;46:25	actually (20)	Adjourning (1) 247:4	affecting (1) 232:5	
accepted (2) 177:13;208:14		adjournment (1) 247:3	affiliated (1) 56:18	
		administration (1) 51:22	affiliation (4) 214:18,19,24;234:16	
		administrative (2) 7:5;112:9	affirm (5) 8:8,17;86:8;225:16; 246:8	
		administrator (27) 6:15;7:11;21:7,15; 25:25;26:20,25;58:8; 70:14;75:3,4;86:9; 106:8;108:9;141:15, 25;156:5;160:3;	affirming (1) 246:21	
			affirms (1) 246:13	
			afford (1)	

194:13,13,14,15; 197:1;199:17,19 alder (4) 69:19;182:8;190:5; 210:18 alderman (1) 80:1 alderperson (1) 81:4 alders (1) 79:25 alive (2) 32:14;192:15 alleged (2) 7:9;104:13 allegedly (2) 26:2;131:9 alleging (2) 104:16;128:14 alleviating (1) 194:16 Allie (3) 5:5;17:22;132:4 Allied (1) 189:3 allotted (2) 20:10,24 allow (19) 47:20;50:25;57:5; 79:21;91:12;92:23; 115:4;121:1;123:21, 23;158:22;174:23; 175:2;183:23;207:5; 209:18;215:7;236:2,3 allowable (8) 64:20;65:5;74:6,18; 139:20,21,22;209:18 allowance (1) 76:11 allowed (25) 34:18,20,21;35:3; 61:20;87:3;88:22; 89:19;90:23;91:1,15; 124:15;126:23;134:22; 157:4,5;168:14;175:8; 186:15;201:17;218:11; 223:19;229:22;231:11; 242:2 allowing (5) 44:3;77:16;170:11; 214:15;231:17 allows (2) 160:13;210:17 alluded (4) 75:21;125:4;132:5; 150:3 almost (7) 39:23;102:1;104:15; 130:10;133:18;181:2; 196:15 alone (3) 180:15;189:18; 231:20	along (2) 51:4;180:12 alongside (1) 41:19 alter (1) 62:16 alteration (9) 62:25;66:4;69:23; 81:3,3;111:23;153:8; 185:9,19 alterations (1) 80:24 although (6) 13:10;50:17;51:1; 211:19;213:11;221:20 always (23) 15:7,11;49:24;50:22; 120:2;123:16,21; 129:16;130:17;161:18; 163:4,9;178:23; 180:24;186:4;188:20; 194:3;197:25;198:2, 25;199:10,24;216:18 amazing (2) 204:2,21 ambiguity (1) 55:12 amend (18) 13:11;56:12,24;57:5; 70:2;75:11;155:8,9,14; 156:10;161:19;164:24; 209:5,8;223:10,23; 238:11;239:13 amended (2) 114:13;237:8 amending (3) 115:20;239:3,18 amendment (31) 19:13;63:18;69:25; 70:17;93:8,13;111:10; 113:17;114:9,13; 115:3,6,7,11;116:1; 127:2;128:22;147:11, 13;148:24;155:23; 156:13;163:7;170:22, 23;186:25;224:16; 225:1,8,11;238:25 amendments (1) 177:25 amenities (2) 192:9,13 American (3) 49:22;50:19;51:12 among (3) 37:1;169:17,18 amongst (1) 242:3 amount (8) 11:16;20:17;68:25; 76:10;124:23;127:25; 192:15;239:9 amped (1) 124:2	amplification (1) 77:19 amplified (1) 186:12 Amy (1) 202:13 analogous (1) 98:25 analogy (1) 151:8 analysis (3) 151:5;153:5;222:3 and/or (3) 48:25;125:17,23 Andrea (1) 181:8 Andrew (2) 207:20;209:11 Angela (1) 5:4 angle (1) 81:16 Ann (1) 202:12 Anne (2) 187:20,24 announcing (2) 59:2,5 annual (1) 159:1 answered (1) 62:19 anthem (4) 125:15,24;231:8,11 anticipated (1) 92:24 anymore (1) 146:11 anyplace (1) 165:12 apartment (1) 115:13 Apologies (1) 32:14 apologize (1) 176:25 apparently (3) 26:11;69:15;99:12 appeal (15) 6:22;8:1,13,24;10:5; 13:18;19:7;21:5,14; 158:2;209:9;214:8; 215:21;224:22;246:14 appealed (3) 8:10,19;246:10 Appeals (16) 5:2;7:1,2,7,8;9:13; 21:6,15,20;44:3;60:21; 81:21,22;232:13; 233:20;246:12 Appeals' (1) 12:13 appearance (1)	172:23 appeared (1) 104:2 appears (2) 24:12;159:11 applaud (1) 217:13 applicant (7) 86:21;112:14; 236:12;237:16,20,23; 238:2 application (9) 18:13;70:2;75:11; 108:23;156:1,10; 157:1;176:2;184:6 applications (1) 71:7 applied (3) 142:20;149:23; 182:17 applies (1) 85:13 apply (8) 34:8;37:24;54:1; 82:18;84:13;109:1,3; 111:20 appointed (2) 6:7;59:4 appreciate (5) 57:9;182:10;216:10; 224:10,10 approach (1) 18:24 approached (2) 42:17;150:19 approaches (1) 154:2 appropriate (6) 64:6,17;85:14;86:2; 235:22;239:12 approval (37) 6:8;9:3,16;15:13; 32:4;34:5;63:3,14; 67:23;74:5,13;75:1; 86:15;94:4,10,14; 95:19;108:2;111:4; 112:16,23;119:15; 120:9;127:2,3;138:13; 143:22;153:18;160:17, 17,18;176:20;177:7; 178:1;183:9;185:16; 224:17 approvals (2) 79:1;146:7 approve (6) 47:23,25;62:16; 63:17;68:15;128:20 approved (29) 30:24;36:15,25; 62:25;66:4,7;73:13; 81:2;84:12;98:4; 126:21;127:7;128:11, 13,21,24;153:8;	162:13;164:10;176:2; 183:14;185:12,15,20, 23;206:19;208:24; 225:9;238:3 approving (1) 36:20 approximately (2) 5:3;45:6 April (9) 7:20;21:21;30:23; 166:15,19,19,20,20; 176:17 architect (1) 209:21 architectural (3) 80:22;93:1;113:6 area (35) 19:7;31:9;32:5; 62:17;63:2,5;67:3; 74:8;81:1;83:19; 110:15;130:17;138:2; 146:6;153:10;158:21, 22,25;162:10,24;163:5, 6,12,20;164:2,14; 185:11;203:21;206:24; 212:19;216:8,13; 217:7;224:18;240:20 area's (1) 158:17 areas (10) 62:24;63:23;65:22; 66:6;71:10;73:9;98:3; 130:19;185:7,21 arenas (3) 34:24;35:7;65:10 argue (3) 72:13;73:15;100:9 arguing (1) 229:23 argument (18) 36:2;71:21;74:4; 90:9;92:12;97:9,9; 103:14;106:12,13; 129:20,21,22;153:6; 166:3;186:16;195:9,21 argumentative (1) 100:4 arguments (2) 167:19;207:11 arms (2) 53:19,22 arose (1) 226:19 around (16) 29:2;33:9;43:1,48:7; 49:1;50:10;78:12; 101:25;121:10;130:15; 135:19;183:13;189:16; 206:23;220:17;221:6 arrived (1) 211:14 art (3) 13:16;59:16;60:5
---	--	---	--	---

article (10) 68:21;157:11,15,18; 158:1,21;159:4,6; 177:21;182:5 articles (1) 195:14 artificial (1) 158:17 arts (1) 60:5 aside (1) 12:15 aspect (2) 134:14;243:13 assess (1) 234:13 asset (1) 208:1 associated (2) 64:8;180:19 association (8) 23:25;24:1;42:19; 174:3,10;175:4,17; 216:2 associations (1) 177:22 association's (1) 175:1 assume (2) 20:12;129:4 assurance (1) 228:12 astroturf (2) 114:16;126:24 athlete (4) 43:13,16;50:23; 203:12 athletes (12) 40:24;42:4;46:3,18; 48:18;58:24;68:24; 117:11;158:23;198:6; 203:12;211:24 athletic (147) 26:6,6;28:22;29:15, 25;30:8,11,20,25;31:1, 3,8;32:18;33:6,13,15, 19,20,21,23,25;34:5,6; 35:16,17,18,20;37:19, 19,20;39:9;43:25; 44:11,12;47:24;48:2; 50:17;52:4,13;58:23; 63:6;66:14;67:4,6,11; 70:7;75:8;77:9,14; 80:8;86:25;88:12; 99:19,24;100:14,18,21, 23;101:19,19,20;102:1, 16;103:2,9,10,12; 105:14,15,16;106:3,4; 107:22,24;110:1,1; 115:24;116:1,22,25; 117:24;118:10,14; 127:5;130:10;132:18, 18;133:8,13;134:17;	135:24;136:22,25; 138:8;139:16;140:22; 147:8;149:11,12,17,18; 150:6;154:14,16; 155:3,4,10;157:9; 166:17,17;167:18; 171:1;174:14,17; 175:24;176:6;177:17; 178:16,22;186:11; 189:25;193:12;198:9; 201:10;207:13,14,15, 18;227:8;228:1,5,6,17, 19,20,24;229:25,25; 231:7,18;236:9,16; 238:12;242:20,21; 243:5;244:11 Athletically (2) 41:4;205:2 athletics (37) 29:7,30:14;35:25; 45:20,24;46:12;48:7,8, 13;58:20;59:16;87:8,9; 88:5;100:7;114:7; 133:14,23;134:14; 135:7,9,9,9;154:17; 189:14;194:7;203:25; 227:7,8,10,17,18; 230:11,16,16;236:20; 244:14 atmosphere (1) 46:11 attached (1) 71:24 attempt (1) 47:20 attempted (1) 155:14 attend (4) 43:20;50:14;205:1; 206:5 attendance (2) 7:25;199:18 attended (3) 18:16;156:5;206:3 attending (2) 41:11;214:13 attention (5) 15:4;22:20,23;24:6; 50:20 attest (1) 24:23 Attorney (10) 14:1,18;25:11;27:17; 88:17;98:13;99:6; 116:10;157:12;199:12 attorneys (1) 182:24 attract (1) 204:23 attractive (1) 52:17 audibles (1) 145:12	audience (8) 5:19;9:14;15:21; 76:13;145:22;194:17; 240:7;241:19 audio (5) 34:25;110:25; 125:10,13,21 auditoriums (3) 34:24;35:7;65:10 authorities (2) 27:11,14 authority (3) 7:8;13:10;230:2 automatically (5) 94:12;96:20,23; 186:17;236:15 auxiliary (1) 209:16 available (1) 151:16 Avenue (2) 187:10;214:6 average (1) 199:22 Avery (1) 211:3 avoid (2) 84:20;94:6 award (3) 203:9,10,11 awarded (1) 203:11 aware (1) 76:22 awareness (2) 212:21,21 away (11) 58:24,25;92:13; 93:21;105:5;170:8; 193:24;200:17;202:6; 205:9;219:10 awkward (1) 102:2 Aye (10) 17:23,24;57:16,17; 172:16,17;224:4,5; 246:22,23	173:4,8,14,23;175:20; 181:16;183:10;188:13; 193:20;204:6;207:11; 218:4;221:1 backgrounds (2) 189:20;204:13 backyard (1) 46:10 Badger (4) 124:7,8,12;180:1 balance (5) 62:7;64:9;77:23; 225:21;226:20 balanced (1) 182:13 balances (1) 182:11 balancing (1) 182:19 Balistreri-Clark (1) 78:12 ball (1) 47:6 Bank (1) 212:20 banned (1) 39:3 banner (1) 61:17 bar (1) 83:14 barred (1) 38:14 baseball (5) 44:19,20;106:5; 117:18;211:2 based (13) 10:19;11:20;72:10; 87:14;92:12;94:17; 112:3;134:22;215:21; 234:15,19,20;241:13 baseless (1) 27:4 basic (2) 35:14;142:18 basically (3) 120:25;127:22; 243:19 basis (10) 21:23;66:9;84:21,24; 123:20;126:10;130:9; 138:17;168:3;228:11 basketball (3) 61:14;203:7;211:2 bathrooms (1) 48:4 battles (1) 79:7 Bay (3) 39:5,8;154:25 beat (1) 171:17 beauties (1)	217:3 beautiful (1) 201:2 became (6) 29:9;51:2,5;67:9; 213:3;225:2 become (10) 27:23;51:22;52:11, 16;60:23;117:10; 203:17,18;204:5; 218:18 becomes (2) 171:7;238:5 becoming (2) 94:7;144:11 beer (1) 40:3 bees (4) 168:13,14,18,20 began (1) 188:21 begin (6) 25:8;138:7;187:21; 218:24;225:20;233:6 beginning (5) 55:9;78:10;188:15; 220:10;246:4 begun (1) 18:2 behalf (3) 40:23;187:25;219:6 behind (7) 24:18;116:17; 143:24;147:15;162:4, 6;204:12 beliefs (1) 227:16 believes (5) 66:13;67:14,20;71:9; 189:11 belonging (1) 175:16 belongs (1) 187:3 beloved (1) 198:20 bench (1) 179:14 benedicere (1) 60:16 beneficial (2) 84:12;146:8 benefit (19) 6:10,25;7:24;8:5; 51:24;59:19;77:24; 112:14;144:20;158:9, 23;160:13,18;169:14, 14;182:14;221:20; 239:19,20 benefited (1) 184:16 benefits (9) 64:10;84:10,19;
---	--	--	--	---

85:18;107:15,17; 169:13;235:14;237:18 Berenyi (13) 5:5;17:20;101:23; 102:7,10;105:8,13; 143:20;159:3;223:25; 238:9;244:16;246:15 Bernie (2) 194:13,14 best (8) 41:19;43:6;68:25; 88:19;119:19;120:11; 158:9;226:10 better (5) 84:17;109:2;119:17; 129:13;151:7 beyond (9) 14:16;59:17;86:14; 138:1;151:19;156:8; 191:7;231:21;241:20 bible (1) 213:5 big (8) 16:17;89:13;100:14; 103:1,4,11;180:9; 200:22 bigger (1) 147:12 Bill (2) 187:11;190:4 binder (7) 22:25;23:9,21;24:21; 29:5;32:20,21 binders (1) 24:17 bit (11) 9:18;66:16;75:18,19; 81:15;144:5;160:5; 188:14;200:18,24; 225:15 BITTNER (2) 214:3,5 blanket (1) 82:7 blare (1) 59:2 blast (1) 59:6 bleachers (12) 29:24;30:4;33:24; 45:5;110:23;122:2; 123:4,5;124:17,20,23, 25 bless (3) 60:17;232:9,9 blind (1) 149:8 blindness (1) 149:8 block (2) 205:9;214:5 blocks (1) 62:3	blue (4) 5:25;10:9;214:1; 226:24 blueprint (1) 238:15 Board (86) 5:2,4;6:11;7:2,3,7; 8:2,7,15,23;9:5,8,10, 11;11:3,6;12:13;14:17, 22;15:4;16:1,19;17:13, 24;19:9;20:22;22:4,9, 21;24:8;27:11,15; 40:12;44:2;49:19;50:2; 51:20;53:25;54:2,13, 24;55:16;56:9,11; 57:17;58:12;60:21,24; 64:22;78:4;81:20,22; 86:19;132:15;159:12; 170:13;171:21;172:1, 17,21,23;199:18; 220:18;221:25;223:23; 224:5,13;227:6;228:9; 229:3;230:1;231:5; 232:1,13,19,22;233:3, 6,20;240:12;241:5,16; 245:23;246:7,12,23 board's (2) 19:15;57:10 boast (1) 203:16 Bob (3) 194:12;197:3;215:15 body (3) 29:19;52:1;226:3 Boerner (1) 25:19 bones (1) 58:14 book (1) 134:21 books (1) 40:2 boom (1) 198:25 Both (43) 6:10,16,21;7:19;8:1; 12:17;16:21;17:15; 19:16;22:4;34:1;40:10; 41:2;49:25;51:25;61:3; 79:25,25;84:3,19; 85:17;86:19;92:22; 93:7;114:7;119:8; 120:20;126:12;128:16; 130:25;169:14;177:21, 22;180:9;186:12; 193:13;198:15;200:4; 203:8,9;209:22;234:9; 237:1 bought (1) 192:2 bound (1) 188:10 boundaries (2)	130:1;157:20 Boyce (1) 220:20 boys (6) 30:6;179:19;180:12; 205:11,15;219:8 Brad (1) 220:20 brag (1) 203:16 brand (3) 89:4;149:15;200:10 break (4) 109:5;117:9;119:24; 127:6 breaking (1) 119:11 breast (1) 212:21 breed (2) 46:6,7 Breese (1) 181:4 Breitenbach (1) 181:3 brief (18) 23:24;32:1;63:8; 68:21;71:20;72:5,6,13; 75:11;81:16,17;83:13; 86:21;99:17;114:11; 167:20;169:2,3 briefly (1) 34:15 briefs (1) 245:17 bring (8) 125:14;126:4;138:9; 192:10;200:22;204:18; 216:5,23 bringing (3) 126:6;195:22;199:2 brings (9) 7:14;9:6;10:4,15; 17:2;21:24;149:5,19; 192:7 broad (4) 13:13;66:3;116:19; 189:16 broadcasting (2) 108:8;125:11 broader (1) 64:14 broadly (2) 16:6;136:19 Brodsky (6) 181:9;183:17,21,22; 187:7;202:13 brother (1) 210:25 brothers (1) 205:11 brought (5) 15:3;55:7;150:10;	175:15;237:25 Brown (1) 50:1 build (11) 46:16;68:5;74:14; 83:6;85:21;90:22;94:3; 161:10;209:7,15; 210:14 building (25) 58:17,18;62:3;67:5; 71:10;74:8,14,17;79:5; 85:20;94:13;97:13; 108:18;135:7;139:1,2, 3;151:3;155:18,20; 175:20;184:19;194:17; 208:8;245:1 buildings (20) 37:4,5;65:20;67:16; 71:15,17;73:15;74:16, 22;84:12;95:5;108:19; 140:2;161:1,10; 162:19;165:6;185:6,7; 189:2 built (5) 9:24;80:8,9,11;93:6 burden (12) 27:16;54:8,11;83:2, 10;149:7;190:9,9; 191:12,21;237:15,19 bureau (1) 7:4 bus (2) 59:2;195:21 buses (2) 76:9;196:2 business (4) 59:15;198:22,22; 217:8 Businesses (2) 192:8;216:6 busing (1) 189:4 busy (1) 199:23 buzzwords (1) 196:8	213:23 calling (1) 6:4 Calls (3) 38:19;185:5;227:17 calm (1) 219:24 came (18) 41:15;42:16;60:8; 61:2;86:22;89:3;93:17; 96:25;104:9;119:20; 156:16;157:6;176:6; 188:22;195:1,1; 226:17;237:2 camp (4) 101:14;154:6; 186:18;215:22 camps (3) 158:15;231:22,23 campus (63) 26:23;28:25;31:9; 32:6,17;33:1;34:14; 36:7;37:2;44:21;45:19; 46:2,4,13,21;47:21; 48:15;49:1;58:5,25; 60:1;62:6;63:1;66:4; 67:2,8;72:13;78:23; 98:1;103:24;107:8; 117:20,21;126:10; 130:12;133:4,7; 141:20;146:10;153:8; 160:24;163:20,22; 174:10,13;175:3,20; 179:16;185:9,20; 187:25;188:2;189:14; 208:3;216:3;225:20; 230:25;233:18;234:14; 238:16;239:10;241:10; 242:21 campuses (2) 101:9;234:12 Campus-Institution (1) 162:5 campus-institutional (34) 30:20;34:10,18; 71:22;83:20;84:5;89:2, 14;90:10;91:11,12,15, 18,20;92:1,5,18;96:10; 104:14;108:5;109:9; 110:11;111:2;112:7; 113:20;151:18;152:2, 4;159:10;165:14; 226:2;229:21;234:10; 237:6 can (113) 11:5;12:1;14:14; 16:11;20:1;21:10;23:4; 24:6;29:8,15;31:5; 33:18;34:3;36:2,25; 43:15;48:8,13;49:12, 15;50:13;53:1;54:21; 55:19,21;58:16;61:5,6, 7,11;62:4;63:10;69:1;
---	--	---	---	---

73:14;74:16;76:18; 82:12;84:4,13,19; 86:24;87:19;89:22,23, 23,24;92:8,8,14,15; 94:12;96:19;97:19; 99:8,13,19;105:17; 109:18,18;118:22; 119:19;120:12;132:17; 135:5;140:17;145:25; 148:13,15;149:7,14,15; 150:22;151:2;153:19, 19;156:12;163:10; 165:10;169:2;173:13, 21;182:4;183:19; 184:2,9,12;186:24; 187:18,19;190:24,25, 25;191:1,3;194:19,21; 195:19;201:11;203:22; 205:3;216:22;217:4, 15,19;222:24;223:6; 225:18;228:12,23; 231:5;233:7;237:7; 245:11 cancel (1) 196:1 cancer (1) 212:21 capacities (1) 59:15 capacity (1) 194:6 captained (1) 203:7 car (2) 200:22,24 care (1) 77:22 careers (1) 59:17 careful (1) 209:21 careless (1) 163:4 Carol (1) 194:11 carpools (1) 219:9 carries (3) 18:1;224:7;247:1 carry (1) 204:5 carrying (1) 49:4 cars (1) 219:13 cart (1) 126:4 carte (1) 111:7 case (29) 11:14;21:25;25:21; 39:7;40:12;63:4;82:11, 24;84:2;86:5,11;88:4;	93:3;107:19;130:2; 137:22;141:23,24; 162:18;172:24;191:16; 206:17;209:2,10; 228:4;236:16;237:15, 16;241:6 cases (1) 208:4 catch-all (1) 74:18 Catholic (6) 44:7;51:1;59:20; 188:19,25;189:10 Caulum (4) 202:11;203:1;206:1, 1 cause (1) 205:22 caused (1) 239:18 cede (1) 86:16 celebrate (1) 46:1 celebrating (1) 58:20 celebration (1) 59:8 celebrations (1) 60:6 cell (1) 5:21 center (4) 29:1;33:12;74:17; 154:24 centers (1) 64:4 central (4) 28:8,21;158:16; 198:10 centuries (1) 97:22 century (1) 54:9 certain (6) 127:25;174:12; 184:9,12;185:13; 206:20 certainly (15) 84:22;142:11; 145:10,14;206:6; 220:25;221:25;233:13; 235:13;236:19;237:3, 9,11;242:12;244:22 certainty (1) 85:19 chair (14) 5:8,9,9;6:5,7;26:25; 27:1;60:20;81:25;96:6; 112:8;159:11;172:19; 233:4 chairs (1) 173:21	challenge (2) 243:2;244:3 challenges (5) 211:8;242:19; 244:10,15,19 challenging (1) 78:25 champion (1) 199:14 championship (1) 216:17 chance (4) 75:6;83:11;147:25; 213:14 change (43) 32:5,10;34:8;64:10, 11;66:1,2;67:21,22; 73:12;80:12;94:15; 96:4;109:10,13,16,22, 22;110:9,21;113:21; 128:12;129:13;137:5; 138:12;147:6;150:25; 153:17;160:5,21; 161:11;164:1,1;170:2; 171:3;174:21;180:9; 201:9;207:4,10;218:3; 224:17;238:24 changed (14) 28:1;31:4;33:18; 66:14;68:13;69:15; 81:11;112:18;193:25; 206:24;207:9;215:13, 19;218:14 changes (17) 63:1;66:5;85:24,25; 98:2;99:3;123:11; 153:9;171:4;174:23; 185:10,20,25;196:7; 210:11;237:13;243:23 changing (7) 74:11;94:18;97:13, 24;150:11;151:2;170:3 chapel (1) 213:5 chapter (2) 7:12,18 Char (2) 202:12;222:10 charge (1) 233:20 Charity (1) 212:17 check (2) 176:21;177:7 check-in (2) 22:11,15 checking (2) 40:2;159:18 cheer (1) 213:15 cheered (1) 59:3 chef (1)	139:5 cherry (1) 157:20 chewing (1) 101:15 chief (1) 11:14 child (1) 50:3 children (2) 28:13;158:14 choice (2) 209:1;212:14 choose (1) 238:19 chop (1) 162:10 chose (6) 31:20;65:1,2,2; 174:25;237:17 chosen (4) 31:12;52:3;191:16; 234:11 Chris (5) 30:10;43:25;187:14; 202:11;206:1 C-I (25) 34:11;35:4,4,12; 36:6,11;37:12;38:23, 24;62:15;63:21;64:19; 65:5;67:9;72:8;78:1; 84:14;96:8;146:21; 152:8,20,21;154:1; 186:21;240:24 cinder (2) 120:14,24 circumstances (2) 71:5;161:6 citation (3) 191:5;208:25;209:10 citations (2) 38:2;209:1 cite (1) 91:9 cited (3) 7:6;8:7;246:4 City (170) 6:20;7:4,16;8:21; 11:8;12:6,10;17:4,10; 21:1,18,20;22:5,7; 23:11,21;25:24;26:20; 27:14;28:11,17;30:24; 31:14,17,20,21;32:23; 42:18;47:23;52:9;54:2; 55:1,5,24;56:2,9; 59:13;60:19;61:4,25; 62:2,3,5,9,19;63:15; 67:7,14,20;68:4;69:9, 10,12,18;70:3;71:9; 74:9;75:1;77:25;78:7; 82:6,8,10;83:11;84:25; 85:2;86:4,5;89:5;92:6, 7,93:16;94:19;95:4,4,	15;97:2,20,22;101:4; 105:3,4;108:10; 109:16;111:4;112:21; 114:24;116:10;118:10; 121:17;126:13;127:3, 7,22;128:11,13,23; 137:4;145:13;146:22; 147:21,24;149:8,10; 150:5,10;153:21; 159:16;161:3,16,21; 163:7;166:14;167:1,8, 16,23;168:3,4;171:4; 175:4;176:20;177:7; 178:1,11;182:10; 183:17,23;185:14; 189:16;192:6,7;194:1, 3,5;196:7;197:21; 201:19;206:2,11; 207:2,12;208:1,24; 209:1,13,22,22,25; 210:5,5;212:13,23; 215:7;217:12;218:1; 220:22,23;222:1,6,11; 223:18;225:2;226:12; 228:20;231:15;232:10; 235:2;237:20;241:22 City's (40) 26:3;27:5,18;31:12; 32:1,24;34:3;36:1; 37:23;38:12,13;39:3; 40:5;55:7;61:21;64:3; 73:20;78:5;84:2,9; 90:9;92:12;103:14; 114:11;129:2;134:22; 144:17;157:7;158:2; 160:6;163:2;164:12; 167:6;184:19;207:7; 209:9;221:20;223:1; 226:6;231:2 civil (1) 50:2 claim (5) 75:20;82:13,18; 84:21;180:23 claimed (1) 178:10 claims (2) 82:12;83:24 clarification (6) 11:1;19:15;23:20; 100:5;129:11;130:23 clarify (15) 6:11,12;7:19;8:1; 9:17;12:25;20:2,16; 69:3;70:17,21;127:16; 145:18;214:17;246:3 clarifying (1) 117:23 clarity (1) 184:8 Clark (1) 202:12 class (10)
--	---	--	---	---

33:17;37:22;51:6; 102:4;130:16;148:12; 156:9;161:24;177:14; 210:23 classes (26) 60:5;63:7;67:13; 69:8;13:70:6;75:7; 107:24;109:14;127:14; 134:10;137:17,20; 138:4;139:13;153:14; 157:14,21;161:16; 163:14;164:5,6; 167:12,19;174:18; 208:19 classes' (1) 70:19 classified (2) 136:7;139:10 classify (2) 65:3;140:11 classmates (2) 193:8;206:4 classroom (1) 70:6 cleaned (1) 198:3 clear (17) 56:15;85:15,16; 86:12;96:25;112:5; 129:14;130:2;181:17; 190:17;191:18;211:18; 233:13;234:18;239:5, 14;240:8 clearer (1) 35:11 clearly (11) 73:17;90:7,15;91:18; 92:7;134:24;143:16; 144:15;155:11;184:12; 235:24 clicked (1) 68:2 clients (2) 206:19;207:3 clipped (2) 66:20,22 clock (2) 20:5,25 close (6) 76:16;159:20;179:1; 197:8;202:8;207:24 closest (1) 215:5 club (6) 39:21;45:2,3;47:13, 14;179:21 Coach (6) 32:9;67:24,24; 118:23;119:18;227:13 coached (1) 212:18 coaches (9) 41:1,10;43:6;46:18;	58:25;177:18;204:13; 211:17;213:3 code (38) 13:15;25:21;30:21; 38:13,23,24;40:6; 54:16;78:2;89:6;90:1; 91:9;92:17;94:24; 96:24,25;100:18,19,25; 101:17,17;144:10,12, 18;151:14;155:13; 160:9;165:9;168:13; 171:14,22;183:23; 207:1;228:23;229:22; 241:8,8;245:2 collaborative (1) 176:5 colleagues (1) 25:15 collective (1) 214:20 College (12) 46:23;58:6;78:13,25; 79:16;89:23;158:22; 169:5;176:17;180:21; 188:8;239:6 colleges (2) 89:1;97:3 COLLINS (167) 5:1,7,8;6:21;7:17,24; 8:22;9:2;10:25;12:20; 13:5,8,25;14:3,22;15:9, 22;16:18;17:18,21,25; 18:25;19:19;20:14; 21:3,9;22:13;23:1,7,16, 19;24:3,20,24;25:5,8; 49:7,14;53:1;54:19,23; 55:8,23;56:1,8,24;57:2, 14,18,21;60:10,19; 86:17;89:20;90:19; 91:2;93:25;106:7,11, 24;108:3;109:5,21; 110:2,17;111:6,14; 116:13;117:2;118:6, 12,17;119:5,10,20; 120:4;121:9,15,24; 122:8,13,25;123:8,10; 124:19,25;125:3,10,25; 126:5,11,19;127:6,11, 16;128:4,8,14,18; 129:2;142:5;145:9; 155:6;159:13,16,24; 160:2;161:25;162:22; 164:16;166:13,25; 167:3,8,13;171:25; 172:8,11,14,18;173:2, 9,12,17;174:5;176:23; 177:4;181:7,10; 183:15,19;187:5,21; 190:2;192:23;194:10; 196:24;202:24;203:2; 213:19;218:21;220:8; 221:3,7,11,16,18; 222:9,22;223:9,12,16,	22;224:2,6;232:11,18, 23;233:2;241:15; 242:4,8;245:21,23; 246:1,16,24 color (5) 51:13,23;203:19; 204:11,24 colors (1) 42:8 com (1) 148:16 combination (2) 26:11;220:13 combined (1) 51:3 comfort (2) 46:5;79:22 comfortability (1) 46:5 comfortable (2) 46:4,5 coming (8) 41:25;43:3;48:15; 50:12;76:9;153:7; 156:6;198:24 commend (1) 241:25 comment (41) 9:14,19,19,21;10:8, 11,17;11:20,21,25; 12:16,21;13:9,12;14:5, 14,20,23,25;15:17,24; 16:4,23;17:7;19:1; 22:11,14,16;23:23,24; 49:12;55:21;56:2,5,13, 25;145:16;175:8; 223:1;226:25;241:17 commentary (1) 16:8 commenting (1) 16:10 comments (28) 12:4,5,6;15:14,20; 18:23;19:2,3,5,23; 145:11,16;161:13; 173:5,5;220:12,16,21; 222:24;224:9,13,19; 225:24;226:23;232:19, 22;234:3;242:11 commercial (1) 206:10 Commission (43) 32:4;36:16,20;62:16; 63:3,13,17;66:8,23; 67:23;68:15;69:12; 73:14;74:2,5,13;75:1; 78:5;79:3;80:7;86:1, 15;93:2;98:5,9;108:2; 138:13;153:18;156:16; 168:6;174:11;183:10; 185:12,23;186:25; 209:14,25;224:16; 225:9,18;237:21;	238:1,3 Commissioner (3) 12:18;34:5;221:2 Commissioners (3) 24:19;25:10,20 commissions' (1) 15:6 committee (9) 47:19,20;78:3;81:6; 175:13,18;176:13; 178:3;188:3 commodore's (1) 42:16 Common (7) 93:2;146:22;189:7,8, 9,21;196:21 commons (1) 48:4 communicated (1) 198:3 communicates (1) 230:18 communities (2) 28:18;50:1 community (33) 28:6;42:2,3;45:22; 46:1,15;49:22;51:11; 59:9,19;64:15;157:16; 158:7;188:17;189:13, 15,16;193:15;204:1,2, 9,9,17,19;205:1,4; 212:10;227:1,2; 230:15,18,19;239:7 community-wide (1) 158:13 comparative (1) 84:1 compared (1) 211:20 comparison (1) 154:19 comparisons (1) 236:25 compassion (1) 28:5 compelling (5) 83:12,16,21;229:18, 24 compete (4) 35:19;118:3;158:10; 211:24 competing (4) 47:6;48:19;182:11; 204:14 competition (8) 42:5;87:10,11;104:1; 122:22;158:18;164:25; 241:2 competitions (14) 38:10;39:9;45:9; 116:22;117:1;122:17, 18,20;147:22;148:1, 16;154:9;230:23;	244:20 competitive (30) 34:6;38:8;99:24; 108:15;109:15;131:13, 18;132:1,6,7;134:10; 137:8;141:3,8,12,17, 21;142:2,15,23; 144:15;154:18,25; 179:3;180:16;186:11; 208:9;231:19;241:2; 242:21 competitively (1) 31:7 complained (1) 218:12 complaining (2) 77:10;171:5 complaint (3) 45:14;76:25;77:3 complaints (6) 45:12;76:19,21;77:9; 206:14,15 complete (6) 22:3;24:4,15;112:6; 113:17;162:18 completed (2) 50:4;51:7 completely (8) 37:14;105:1;114:6; 133:17;143:1;150:15; 160:23;191:10 Complex (10) 38:17;67:18;123:19, 20;141:10;144:12; 154:24;158:12;193:1; 201:11 complexes (1) 133:18 complexity (1) 192:25 complicated (3) 82:5;111:18;146:25 complies (2) 6:17;37:16 comply (1) 63:24 component (1) 116:16 components (1) 95:16 comports (1) 87:4 comprehensive (1) 62:1 compromise (1) 208:17 conceivable (1) 237:4 concept (2) 190:8;235:7 concepts (1) 90:2 concern (5)
---	---	---	--	---

50:22;156:2;174:19; 182:20;215:20 concerned (5) 14:21;176:15; 198:23;232:4,4 concerns (4) 38:1;188:25;194:16; 233:17 concert (1) 170:16 concerts (1) 39:24 concession (1) 153:20 concessions (1) 178:5 conclude (2) 158:21;202:5 concluded (1) 177:12 conclusion (4) 81:16;85:6;177:15; 180:23 conclusive (1) 137:9 concrete (1) 151:10 concurring (2) 8:16;246:7 condemned (1) 97:7 condition (4) 37:3;121:22;184:2; 185:24 conditional (25) 64:25;79:3;80:21; 89:8;90:15;91:9,14; 93:10;14;94:10,16,21; 95:19;96:16;105:3; 113:9,14,15;152:12,19; 155:24;176:1;182:17; 184:6;209:14 conditions (22) 37:2;62:23;65:20,21; 73:8;133:4,5,6,9; 134:2;135:5,6,7;143:8; 9,19;154:4;158:10; 185:5,6,16,19 conducted (2) 34:13;117:7 conference (4) 124:8,12,14;180:1 confident (1) 97:23 confirmed (1) 176:17 conflict (1) 18:18 confused (3) 95:20;200:14;211:15 confusion (2) 42:23;211:21 congratulate (1)	132:14 congregate (1) 45:25 Congregation (2) 58:3,12 Congress (4) 53:12,13,23;229:13 conjunction (3) 102:21;134:16; 143:11 connect (1) 45:21 connected (1) 188:21 consecrated (1) 29:18 Consequently (1) 176:9 consider (7) 9:16;11:7;171:21; 188:15;193:4;207:25; 224:13 consideration (8) 57:10;150:11; 210:20;219:21;220:1, 7;234:15,18 considered (1) 138:20 considering (4) 14:17;140:24,25; 234:23 consistent (10) 5:10;6:23;122:9; 123:20;126:22;127:8; 130:9;168:10;174:19; 223:23 consistently (1) 208:7 constant (1) 48:19 constantly (1) 47:5 constitute (1) 83:8 constitutes (1) 164:1 constrained (1) 184:13 construct (1) 184:18 construction (4) 80:17,19;165:7; 188:23 construction-related (1) 128:2 consultant (1) 204:5 consultation (1) 237:24 consulting (1) 204:7 contain (1) 71:5	contains (1) 63:6 contend (1) 120:16 content (2) 234:16;242:24 contention (2) 69:6,6 contentious (2) 89:9;186:5 contents (5) 65:16;73:4;133:3; 163:17;245:12 contest (10) 47:21;48:2;100:19; 104:3;117:24;118:11; 125:16;149:18;153:16; 228:24 contests (49) 26:6;30:20,25;31:3; 35:20;44:12;45:12,18; 63:10;66:15;68:6;75:9; 86:25;88:12;99:20; 100:21,23;101:12,19; 102:1;103:10;105:15; 115:24;116:2;118:14; 121:7;124:4;126:9; 127:5;130:10;136:23; 137:1;138:9;140:16, 22;157:9,15,16;165:15, 18;166:17;167:12; 228:5,20;229:25; 231:7;235:1;236:9,18 context (3) 73:22;90:4;96:6 continuation (1) 217:19 continue (14) 20:20;32:25;45:18; 48:24;96:2,2;104:23; 110:18;148:22;158:12; 171:10;177:4;204:7; 220:18 continued (6) 44:6,14,18,24; 170:24;179:17 continues (3) 31:3;34:2;119:9 continuing (7) 12:1;56:13;161:17; 163:8;199:9;221:18; 239:24 contractor (1) 217:6 contradicted (1) 71:6 contrary (3) 27:6;82:2;163:25 contrast (2) 81:11;243:17 contribute (1) 59:21 control (6)	77:6;86:10;90:11; 93:24;128:2;226:8 controlled (1) 90:8 controlling (3) 5:14;143:18;226:16 controls (3) 52:22;104:24;105:2 controversial (1) 31:6 controversy (2) 29:1;33:12 convenience (1) 46:17 convent (4) 58:18,23;59:2,5 conversation (2) 50:9;239:22 convey (2) 237:11,22 convince (2) 195:19;196:3 convinced (2) 47:19,22 cool (3) 61:18;240:1,3 cooperatively (1) 208:12 copies (1) 22:8 copy (10) 22:11;23:8;24:22; 221:1,1,5,14,15,16; 222:20 core (1) 142:9 corner (3) 44:21;117:19;161:4 cornfield (4) 74:5,9,12;165:25 corporate (2) 58:12;206:19 correcting (1) 139:19 correction (1) 115:17 correctional (4) 90:22;94:4;186:19; 194:18 correctly (5) 12:16;83:13;137:24; 151:15;241:1 council (10) 58:11;66:24;78:7; 93:2;111:22;146:22, 22;188:22;189:1; 225:10 counsel (4) 54:17;227:3,21; 231:23 count (1) 190:15 counties (1)	28:19 counting (1) 211:4 country (4) 53:8,17;190:10; 229:15 County (3) 21:18;198:10;206:25 couple (6) 86:21;150:4;200:7; 203:5;206:5,6 course (4) 97:24;116:15;147:6; 164:6 court (4) 23:17;27:4;85:1; 203:14 courts (1) 83:3 cover (2) 72:15;136:20 covered (1) 93:25 covers (1) 162:11 cows (1) 218:9 cream (1) 198:21 create (9) 60:8;68:6;80:15; 135:17;160:14;164:17; 195:23;205:3;230:7 created (7) 29:17;78:23;79:18; 89:4;208:12,23;239:2 creates (6) 54:11;12;87:20; 111:19;184:8;205:2 creating (3) 36:11;175:21;232:6 creation (3) 36:6,13;78:1 critical (8) 16:18;20:14;29:6; 55:9;79:24;149:4; 203:20;230:11 cross (1) 227:24 Crosse (1) 51:8 crossed (1) 196:17 crowded (1) 60:12 crowds (1) 179:11 Crusaders (2) 49:6;204:15 crux (2) 13:17;117:24 Cruz (4) 40:14,19,20;202:20
--	--	---	--	---

cue (1) 160:7	202:13;207:20	deleted (1) 98:18	deserve (1) 198:8	162:14;169:12;175:15; 182:13;184:1,10,12; 208:3,13,15;235:15,21; 236:3;243:22;245:9,9
culture (1) 132:8	44:19;83:5;130:7,15; 186:11;196:2;212:7; 215:24	deliberation (7) 12:14;17:13;232:13; 233:3;245:21;246:2,18	deserves (1) 205:24	developmental (2) 109:12;126:13
Cunningham (1) 202:11	days (1) 26:14	delineate (2) 89:18;93:18	design (1) 80:22	developments (6) 36:9;95:15;96:12; 113:2;115:23;126:1
Cup (1) 26:16	daytime (3) 155:10,15;218:11	democratic (6) 183:11,13;210:10, 17;229:5,6	designate (1) 13:23	device (1) 21:10
curb (1) 35:14	deal (5) 16:17;146:5,13; 160:14;206:10	demonstrated (1) 32:7	designated (2) 5:9;208:18	diagram (5) 33:4,10;37:18; 102:22;143:11
curfew (1) 198:7	dealing (1) 206:11	demonstration (1) 83:8	designation (3) 6:5;12:21;92:3	dialogue (2) 169:17;236:4
curious (1) 132:3	Deborah (1) 222:17	demonstrative (1) 32:8	designed (2) 113:4;209:20	diamond (1) 44:20
current (15) 27:21;29:11;33:4; 52:5;67:10;71:24; 90:24;125:11,13; 126:18;137:5;140:12; 178:23;207:5;244:11	decades (4) 29:11;97:22;175:9; 186:6	Demonstratives (1) 24:14	desire (1) 170:21	Diane (1) 78:4
currently (3) 131:13;137:14; 209:18	decibel (1) 179:11	denied (1) 53:21	desired (2) 115:25;226:11	difference (13) 13:2,3;82:11;98:14; 109:6;152:20,20; 165:20;217:16,25; 234:8,19,24
curriculum (1) 28:4	decide (3) 7:8;81:21,22	Dennis (1) 202:10	destroying (1) 49:1	differences (2) 217:4,4
Cusick (3) 207:20;209:11,11	decided (2) 97:15;105:23	deny (1) 209:9	detail (6) 80:14;124:17; 132:10;165:4;166:18; 170:4	different (28) 52:8;63:12,13;65:2, 2;68:10,10;70:12;75:8; 84:6;107:13;108:23; 112:15;144:24;152:7; 155:12;160:7,24; 161:4;164:2;197:9,13; 204:12;207:19;217:8, 22;233:23;240:23
cut (4) 20:9;173:20;189:2; 227:24	decides (1) 236:7	department (2) 7:3;178:11	deteriorated (1) 122:12	differently (5) 65:3;82:15,20;88:10; 149:21
cutting (2) 173:18;176:25	decision (22) 7:4,10,18;8:9,11,18; 12:14;17:14;21:6,15; 84:24;85:4,5;86:8; 225:16;230:5;232:3, 14;233:3;238:8; 246:13,22	departure (1) 175:7	deteriorating (1) 120:15	difficult (7) 18:4;24:18;79:6; 89:9;145:20;213:21; 229:9
D	decisions (1) 246:10	depending (1) 85:1	determination (7) 7:10;8:9,11,19; 10:12;66:10;156:17	difficulties (3) 15:11;105:20;211:8
dad (1) 200:20	decrease (1) 199:6	depends (2) 108:12,12	determinations (1) 246:10	difficulty (1) 176:25
daily (3) 47:3,8;130:11	dedicated (1) 135:17	derived (1) 64:11	determine (1) 233:21	dime (1) 120:25
Dalton (1) 25:17	deeming (1) 26:21	describe (11) 70:5;103:19;107:20; 113:2;119:13;133:17; 163:15,18,22;166:10; 222:10	determined (2) 50:10,16	dimension (1) 160:11
Dane (3) 21:18;198:10;206:25	deeper (2) 9:18;58:20	described (27) 39:17,21;67:19; 68:11;75:10;98:11,15; 100:10;103:12,24; 107:20;110:3,7; 129:12;131:16;133:19; 136:7;141:5;154:13; 155:2,4;163:25;164:4, 14;165:24;170:10; 174:13	detrimental (1) 48:25	direct (2) 8:14;178:25
dangerous (1) 117:11	deeply (1) 59:17	describes (4) 33:4;67:10,14;69:7	Deuren (1) 25:19	directed (2) 191:19;242:11
Darlington (2) 199:13,13	defend (1) 43:16	describing (4) 103:13;107:10,23; 128:23	develop (5) 37:12;40:25;119:13; 126:3;147:5	directly (1) 178:15
data (1) 179:12	define (2) 92:18;153:1	description (20) 37:1;70:11;132:16; 133:4,6,12,14;134:1,4; 140:4;141:21;143:10; 153:15;154:3,10; 163:23;170:6;174:16; 181:15;244:15	developed (1) 237:23	director (6) 30:11;43:25;44:11; 158:3;177:17;209:23
date (3) 44:15;91:20;159:3	defined (8) 13:15;72:8,10;98:7; 153:3;165:11;184:1,13	descriptions (1) 40:9	developer/general (1) 217:6	dirt (2) 127:25;150:15
dated (5) 7:20;21:21;72:4; 191:1;242:17	defines (2) 134:10;185:3		developing (1) 188:18	dis (1)
daughter (1) 206:5	defining (2) 15:19;183:24		development (67) 36:4;64:5,8,15; 78:17,22;79:8,10,20, 23;87:8;90:5,14;95:3, 3,9,12,13,21,25;96:15; 97:12;98:20,23; 102:18;109:6,22; 110:9,21;112:15,22; 113:23,25;114:5; 119:12,13,15;120:5,9; 121:19,25;123:2,11; 132:4;152:6,7,10,15; 153:21,23;160:14;	
daughters (2) 214:10,16	definition (9) 36:5;38:12;94:24; 118:9;135:19;140:18, 23;155:22;181:13			
daunting (1) 203:22	degree (1) 51:7			
Dave (1) 207:23				
Davis (2)				

151:22 disagree (6) 129:21;151:25; 153:4;190:5;227:13,15 disagreement (1) 112:25 disbelief (1) 143:17 disciplining (1) 48:11 disclose (1) 18:12 disclosure (2) 10:18;147:2 disclosures (2) 18:3,9 discontinue (1) 166:16 discontinuing (1) 166:16 discover (1) 18:7 discretion (1) 20:22 discriminated (1) 52:6 discrimination (1) 81:15 discriminatory (1) 31:24 discuss (4) 40:16;172:24,24; 183:12 discussed (4) 67:16;69:23;128:19; 197:20 discussing (1) 57:4 discussion (26) 12:14;17:13,23; 54:25;57:15;99:16; 104:20;145:24;172:15; 176:6;224:3;232:13; 233:3,6,10,11;234:25; 241:16,18,25;242:2,3, 4;246:2,18,19 discussions (4) 5:12;115:14;124:16; 236:5 dismal (1) 50:20 disparate (2) 82:18;112:11 display (2) 36:13;46:14 dispute (3) 31:19;199:11;208:2 disruption (3) 197:12;198:2;215:25 disruptive (2) 197:16;205:23 dissimilar (1) 138:25	distinction (2) 16:4;231:5 distinguish (1) 167:10 distracting (1) 145:12 distraction (1) 211:18 distractions (1) 43:7 District (64) 34:10,11,19;35:4,12; 36:6,11;37:12;38:23, 24;50:8,13;62:15; 63:21;64:6,19;65:5; 67:9;71:22;78:1,23; 79:12,18;83:20;84:14; 89:3,4;90:6,7,14; 91:16;94:18;97:4; 98:20,20;104:9,14; 105:21;108:5;109:9; 110:11;111:2;145:19; 146:5,8,11,14,21; 151:1,18,21;152:4,8, 16,20,21;153:21; 154:1;226:2,3;229:21; 234:10;237:7;238:17 districts (16) 64:24;72:8;80:1; 89:11;90:10;91:7,14; 98:23;105:4,4,5; 151:14;152:2;153:24; 165:11;240:24 District's (1) 50:16 disturb (1) 127:25 disturbed (2) 128:1;198:17 disturbing (1) 42:25 diverse (3) 27:24;52:12;205:3 diversion (1) 142:6 diversity (1) 194:8 diverting (1) 203:1 diving (2) 38:9;101:12 DMNA (3) 174:4,19;175:22 DNR (1) 114:22 document (11) 67:1;114:3;143:3; 144:14;147:4;148:13, 17;185:25;238:4,7; 243:16 documentation (3) 69:9,10;179:5 documented (1)	180:16 documents (1) 23:12 dodgeball (1) 117:25 Dominican (10) 27:22;28:5;29:8; 42:3;45:22;56:23;58:3, 11;188:11;227:2 Dominicans (1) 55:17 Don (1) 187:12 done (15) 21:1;28:24;48:3; 93:9,20;99:6;114:24; 121:5;124:1;201:5; 207:1,10,10;236:1; 237:8 door (1) 60:15 double (2) 176:21;177:7 doubles (1) 200:4 doubt (1) 191:7 down (21) 30:1;33:2;34:20; 65:6,16;77:19;79:5; 129:17;145:3;150:16, 17;160:25;161:9; 191:8;196:2;211:4; 215:6;218:8,13; 234:25;236:8 downplay (1) 144:1 draft (11) 71:21,25;72:4,14; 73:1,5,6,10,11;78:6,6 drafted (1) 80:3 drafting (2) 178:13;182:23 drafts (5) 72:7,22;78:1;79:13; 98:19 draw (2) 46:13;76:5 draws (1) 193:14 dream (2) 123:17;124:3 Dreams (1) 68:3 drink (1) 40:3 Drive (7) 189:3;200:17,19,22; 202:6;219:9,16 driven (2) 130:13;215:2 drivers (1)	219:12 driveway (4) 151:8,9,11,11 driving (1) 116:17 dropped (1) 209:6 Dudgeon-Monroe (8) 28:15;79:8;174:2,9; 175:19;197:4;205:9; 214:6 due (7) 16:20;20:15;55:10; 99:20;115:11;184:6; 211:14 duration (2) 19:23;230:23 during (17) 9:10;22:16;23:23; 43:2;45:15;50:2;70:9; 92:16;120:21;127:5; 148:8,15;156:2; 169:19;176:19;177:5; 237:14 dusk (1) 47:9 dwelling (1) 209:16	Edgefest (2) 60:7;198:1 edges (1) 59:20 Edgewood (309) 6:14,19;7:15;8:20; 11:4,6,12,17;12:3; 14:21;17:3,5,9,11; 18:20;21:5,6,14,14,20; 22:4,22;24:12,14;25:5, 14;26:2,23;27:12,20; 28:12,19,22;29:7,10, 13;30:19,22;31:11,13, 14,16;32:22;33:1,6,19; 34:4;35:14,24,25; 36:14;40:7,9,16,17,20, 23,24;41:8,16,21;42:1, 4,7;43:18,20;44:1,10; 45:20,24;46:13,15; 49:7,19,20;50:21;51:2, 6,18,22;52:3,8,10,14; 54:4;56:19,21;58:5,14, 16,21,24;59:13;60:1; 61:3,12,21,24;62:8; 65:11;66:11,20;67:12, 16;69:4,17;70:5,7,16, 20;74:4;76:1;78:11,13, 24;79:15,17;80:4;81:7, 18;82:10;84:3,10,25; 85:18,18;86:24;87:22; 88:10;89:25;92:22; 93:3;95:25;96:1,6; 99:8,19;102:23;104:7, 10,24;106:11;108:25; 111:14;114:2;116:21; 119:21;120:1;126:13; 127:2;128:9;129:18; 133:19;143:5,15; 144:20;145:12;146:17, 18,24;148:5,20,25; 149:18;151:13;154:22; 155:12,18;157:7; 158:6,24;160:4,20,22; 161:8;164:20;166:21; 167:4,6;169:5,19,20, 22;170:8,10,11;174:14, 24;175:11,12,19,21; 176:7,9;177:12; 178:10,22;179:6,8,12, 17;180:19;181:1,13, 17;182:6,20;184:15, 16;185:14,23;186:7,10, 13,16;187:25;188:2,6, 21;189:14;192:5,5,7; 193:7,9,11,25;194:6, 17,19;195:2;197:21,23, 24,24;199:2,13,14,20, 21;200:11;201:23; 203:5,16;204:8,22; 205:4,10,18,24;207:24, 24,25;208:3,10,14; 209:4;210:3,8,18,23, 24;211:1,5,13;212:2,3,
E				
Earl (1) 29:21 earlier (14) 7:6;14:7;20:16; 25:24;26:19;76:24; 81:25;82:17;122:15; 132:5;150:3;151:12; 194:23;219:8 early (14) 15:1;44:23;45:15; 47:8;55:18,22;117:16, 16;124:10;194:2; 206:3;220:12;237:2; 242:18 early- (1) 45:7 easier (4) 37:11;183:9;225:4, 15 East (5) 39:4;141:19,23; 142:3;181:1 easy (1) 78:17 echo (2) 210:18;241:4 Eckstein (1) 202:14 economic (2) 198:25;240:20 Edge (1) 105:16				

7;213:16;214:8,20,25; 216:3,25;218:6,16; 220:21,23;221:3,25; 222:5,11,15,16,23; 223:19;226:25;227:1, 7;230:13,18;231:20, 20;233:18;234:4,9,11, 20;237:8,17;238:11; 239:6,23;240:7,23; 241:7,10;242:19;244:1	114:23;128:24;129:5 element (2) 56:14;176:10 Elementary (2) 50:5;188:7 elements (2) 65:18;82:21 elephant (1) 181:19 eliminate (3) 114:6;143:6;189:3 eliminated (1) 72:23 Elite (1) 45:2 Ellie (2) 207:21;210:22 Elliott (7) 42:16;78:14;158:8; 177:21;188:4;194:21; 201:19 else (17) 21:3;35:17;47:4; 61:2;103:16;112:2; 134:18;143:14;153:14; 165:12;187:8;191:17; 192:21;195:12;202:18; 218:22,25 else's (2) 46:9;216:20 e-mail (3) 59:6;156:6;222:13 e-mails (3) 22:7;24:1;206:12 embedding (2) 13:11;14:5 embraces (1) 28:4 emphasize (1) 52:21 employed (1) 100:24 employees (2) 209:22;225:13 enable (2) 36:8;64:14 enacted (2) 72:25;148:24 enclosed (2) 35:7;65:10 encompass (2) 133:13,15 encompasses (1) 154:18 encompassing (1) 133:24 encounters (1) 59:24 encourage (4) 36:7;62:5;64:13; 232:1 encouraged (1) 146:22	encourages (2) 41:5;146:24 encouraging (1) 106:25 end (7) 8:12;25:2;47:17; 48:14;52:15;60:15; 144:9 endeavors (1) 59:18 ending (3) 70:24,24;117:16 endless (1) 231:24 endorses (1) 154:22 energies (1) 59:23 enforce (1) 71:3 enforced (1) 168:25 enforcement (2) 7:11,18 engage (3) 171:9;227:17;230:22 engineered (1) 158:23 engineering (1) 127:23 enhances (1) 45:23 enjoy (2) 188:2;214:16 enjoyed (1) 209:24 enough (6) 64:22;82:22;84:23; 120:19;153:3;154:20 enrollment (2) 50:12;232:5 ensure (2) 52:2;80:2 entails (1) 228:19 enter (1) 50:5 entered (3) 49:25;84:8;167:5 entertain (2) 15:14;16:22 entire (10) 59:19;73:23;77:23; 108:12;148:8;162:6; 163:22;178:19;189:13; 193:2 entirely (2) 35:15;98:24 entirety (1) 162:14 entities (3) 79:15;234:24;235:14 entitled (1)	49:14 entity (4) 35:12;37:12;169:4; 234:1 entrance (1) 42:16 enumerated (1) 184:24 environment (2) 41:5;205:1 equal (7) 27:12;46:20;52:14; 54:3;149:23;150:1; 231:15 equality (1) 25:22 equally (2) 54:1;202:3 equitable (1) 196:14 equity (4) 25:23;52:2;106:12; 196:9 era (1) 50:3 Eric (1) 202:13 erosion (1) 128:1 error (3) 7:9;178:13;182:23 Eskrich (1) 69:20 especially (5) 50:19;69:1;101:9; 165:4;197:14 essential (2) 87:13;186:8 essentially (5) 12:10;15:23;106:12; 142:5;244:2 establish (4) 74:25;78:20;83:11; 168:12 established (3) 27:20;64:2;186:22 estate (1) 206:10 etc (1) 30:8 Ethan (2) 181:9;183:21 ethics (1) 51:3 ethnically (1) 52:12 ethnicities (1) 52:18 even (35) 28:18;41:15,25; 42:25;43:18;44:19; 47:6;48:4;51:9;54:13; 72:9;80:10;83:10;	93:11;100:18,19; 103:18;113:10,14; 118:10;122:19;135:6; 154:2;155:13;162:1; 171:21;172:22;192:17; 193:23;206:21;207:7; 228:21,24;231:22; 240:13 evening (14) 5:3;25:9;43:24; 49:17;52:1;58:1;81:25; 124:7,10,11;199:17,18; 203:3;214:4 evenings (2) 124:14;241:19 event (4) 24:17;179:20;180:6; 195:11 events (27) 58:23;67:6;99:25; 103:16;107:22;109:15; 110:1;116:20;121:8; 124:7,9,13;132:2; 142:24;167:1,3,4; 180:10,11,14,16; 186:11;189:25;200:20; 216:4;233:24;243:14 eventual (1) 210:14 eventually (3) 122:18;123:19;124:3 Evers (4) 181:8,11;183:16; 222:15 everybody (10) 61:2;63:25;72:3; 225:19;226:22;227:6; 229:15;239:21;240:11, 12 everybody's (1) 225:23 everyday (1) 199:25 everyone (12) 6:25;22:3,13;24:5; 173:2;187:8;195:2; 204:12;212:4;224:9; 232:8;240:14 everyone's (2) 32:25;203:23 everything's (2) 92:14;239:20 evidence (2) 191:13;226:18 exact (4) 157:23;158:1; 209:13;210:4 exactly (8) 35:24;60:25;91:1; 97:16;102:9;190:20; 209:18;245:14 exaggerated (1) 197:15
--	--	--	--	--

example (13) 11:15;39:15;83:2,4; 97:15;115:9;136:10; 137:7;162:9;165:13; 166:7;170:7;180:4	37:2,4;62:22;65:20; 70:5;72:12;92:4;96:3; 97:6;101:9;102:16; 103:19;114:1;115:2; 129:18;133:4,6;134:2; 2;135:7;143:7,8,18; 149:9;150:8;154:4; 157:4;161:14;169:8; 170:3,5;184:5;185:5; 226:9,16;229:20	expressed (1) 156:3 extend (2) 19:21;20:20 extent (2) 49:11;201:25 extra (2) 23:9;54:22 extraordinary (1) 211:7 extremely (3) 89:9;201:18;213:6 eyesight (1) 197:8	fairly (6) 14:9;150:23;196:15; 202:3;228:6;238:23 fairness (3) 25:22;196:10;240:22 faith (4) 45:19;60:9;188:20; 204:25 faith-driven (1) 188:17 fall (7) 41:13;121:6;178:1; 199:20,23;228:12; 236:20 falls (1) 10:10 familiar (1) 46:4 familiarity (1) 46:6 Families (4) 28:17;50:13;52:2,17 family (6) 50:6,11;51:2;178:15; 213:3;218:5 fans (3) 46:3,18;204:14 fantastic (2) 200:8;201:20 far (12) 14:21;29:3;30:15; 52:16;93:2;117:19; 144:1;153:3;174:5; 193:24;232:20,22 Farmer's (5) 18:14,17;134:21; 149:14;156:22 fashion (1) 210:10 Father (1) 29:18 faulting (1) 228:20 favor (13) 17:23;57:16;172:16; 191:5;195:3;197:18; 218:23;220:21;221:4; 222:11;224:3;239:6; 246:20 favorable (1) 147:1 fear (2) 211:21;215:9 fearing (1) 210:9 feature (1) 128:3 featured (1) 178:4 February (1) 125:8 Federal (9) 14:12;27:7;53:9,11;	54:2,15;82:2;229:4; 230:4 feedback (1) 175:16 feel (16) 15:3;43:21;45:10; 46:25;48:21;49:3,4; 100:4;133:12,16; 134:8;204:16,16; 206:15;211:9;212:3 feeling (3) 211:15;212:1;216:20 feelings (1) 211:10 feels (3) 43:16;200:8,10 feet (12) 94:15,22,22,25; 95:10;96:15;97:14; 108:19;110:15;115:10; 128:1;178:17 felt (10) 43:21;57:24;120:19; 121:3;122:16,18; 124:15;153:1;211:21, 22 few (22) 5:9,16;6:12;26:24; 31:5;32:9;42:16;44:19; 45:3,17;47:16;79:10; 108:4;154:12;161:13; 179:7,19;182:9; 195:13;206:12,13; 216:14 field (275) 26:7,23;27:3;29:1, 15,18,21,25;30:2,8,13, 18,19,25;31:1,2,3,8,17, 18;32:11,18;33:6,11, 11,15,19,20,22,23,25; 34:6,6;35:6,8,9,16,18; 37:19,19,20;41:3,18, 23;42:9,12,15,20,25; 43:5,11,12,17,22; 44:17;45:5,9,13,19; 46:12;47:7,8,10,24; 48:20;61:14;63:7; 67:11;68:3,6,17,18,19; 69:5,7;70:7,18,21;75:9, 23;77:9,15;80:8;85:8; 86:13,14;87:12;96:3; 99:20;100:14;101:19, 21;102:17;103:2,2,4, 17;105:24;106:6,16; 108:6,15,15;114:16,20; 117:1,4,6,6,7,15,20; 119:1,14;120:13,19,22; 121:14,22,22,24;122:5, 22;123:3,12,24;126:16, 17,18,21,23,24,25; 127:7,10,12,13,15; 129:16;130:8,23,24,25; 131:2,7,11,12,20;
examples (4) 118:23;133:10; 139:18;142:11 excel (2) 41:6,8 excelled (2) 28:23;50:24 excellence (2) 28:22;203:13 excellent (1) 134:13 Except (4) 91:10,14;144:21; 152:2 exception (3) 19:7;184:25;216:14 exceptional (1) 150:1 excess (1) 96:15 exchange (2) 39:20;107:17 excite (1) 213:13 excited (1) 124:15 exciting (2) 61:13;211:12 exclude (1) 157:9 excluded (2) 140:21,23 exclusions (1) 156:23 exclusively (3) 83:7;227:4,5 Excuse (3) 96:5;97:6;125:19 executed (1) 80:19 executive (1) 158:3 exemption (1) 82:7 exercise (4) 27:16;83:3,9;230:7 exhaustive (2) 34:12;37:7 exhibit (7) 33:10;66:18,21;67:7; 69:18;70:3;114:15 exhibits (3) 114:10,14;115:18 existed (1) 129:16 existence (1) 54:9 existing (36)	exists (1) 239:14 expand (5) 68:25;79:2;129:25, 25;186:10 expanded (4) 115:13,15;132:24; 180:18 expanding (3) 52:12;59:21;186:23 expansion (6) 64:9;80:25;115:11; 130:4,7;157:16 expansive (1) 175:2 expect (10) 20:7;74:25;81:10; 136:21;140:16;163:15; 165:15,17;166:8;232:2 expectation (1) 226:15 expectations (2) 78:20;85:22 expected (1) 71:3 expecting (1) 245:1 expedited (2) 228:11;232:3 experience (9) 42:11;43:14;45:21, 23;49:5;181:16; 201:22;211:6;217:1 experienced (1) 212:1 experiences (2) 76:8;204:13 expire (5) 90:13,17;92:11; 99:10;226:8 expired (6) 15:9;60:11;183:15; 187:6;190:3;196:25 expires (4) 93:21,23;107:11; 129:25 expiring (1) 156:13 explain (6) 5:17;27:1;75:6; 101:10;123:10;155:8 explained (1) 99:7	F face (1) 147:6 facial (1) 82:13 facilities (30) 27:24;31:8;34:23; 35:6;44:5,6;48:6; 52:13;65:8,19;68:24; 100:1,2;112:19;115:5, 9,25;120:6,15;121:12, 18;125:11;130:11,12; 155:4;159:19;201:17; 233:18;238:18;244:12 facility (34) 38:7,19,20,21;47:1, 3;63:10;76:10,17;80:7, 9,11,11;87:23;90:22; 94:4;103:21,22,23,23, 25;109:9;122:6; 126:25;141:6,11,18; 158:25;166:7;176:18; 186:19;194:18;227:18; 243:23 fact (32) 30:14;44:15;87:18; 99:20;106:22;107:11, 11,12;138:14;139:10; 142:16,20;144:1; 146:6,14;148:5,23; 177:20;180:25;200:4; 207:17;212:2;214:24; 215:22;216:18;220:16; 226:17;227:6;229:20; 230:25;234:20;241:22 facts (7) 44:4,9;149:9;160:5, 6;164:18;170:9 factual (1) 116:16 faculty (2) 29:19;41:1 failure (1) 51:14 fair (4) 16:20;55:10;86:4; 196:22		

132:2,18,18;133:7,8, 12,13;134:17,19,20; 135:24;137:15;138:7, 21,24,24;139:10,17; 140:12;142:4;145:3,4; 147:8,8;148:4,6,7,9,21, 21,22;149:11,12,17; 150:6,21;154:13,14,16, 16;155:3;156:8,11; 157:9,17;160:21; 161:12;162:1,25; 166:17;167:18;170:18; 171:1,17;174:14,17; 175:6,24;176:6,14; 177:14,19;178:12,16, 19,21,23;179:1,4,6,17, 20,25;180:3,6,9,11,13, 24;181:4,6;182:7,8; 186:4;189:21;192:18; 193:10,12;194:8,24; 198:8;200:4,5,5;201:2, 7;203:13;204:10; 205:13,14,16;206:4,8; 207:14,18;208:6,9,17; 209:7;211:10,14,25; 214:14;215:4;216:19, 20,22;219:9,23;220:5; 228:1,6,17;229:25; 236:16;238:12;243:5	finally (5) 10:18;48:21;201:9, 11;207:11 find (3) 70:2;140:20;238:9 finding (2) 91:10;244:19 fine (15) 13:22;16:13;20:13, 22;21:2;29:5;59:16; 60:4,92:14;104:16; 119:21;146:1;159:24; 174:7;205:24 finest (1) 198:9 finish (2) 20:18;159:22 finished (4) 44:1;86:17;200:7; 223:7 Fiona (1) 194:11 firm (1) 25:11 firmly (1) 51:16 first (45) 5:19;7:1;12:23; 14:14;26:8;29:4,22,25; 40:14,24;47:3;49:2; 57:14;58:6,19;59:25; 60:3;70:4;86:20; 102:19;104:13;114:13; 118:17,18;120:6; 132:13,14;143:7; 173:10;175:21;181:25; 194:15;195:25;197:5; 200:10;212:7;223:14, 18;224:8;226:1,19; 235:16;237:5;242:1; 245:18 fit (2) 135:19;152:16 Fitchburg (2) 207:1;215:6 five (8) 11:15;18:23;25:3,5; 49:10,16;161:1;173:13 flag (2) 118:24;154:8 flashing (2) 15:8;21:8 fledgling (1) 199:15 flexibility (2) 217:23,24 flies (1) 166:5 flip (1) 102:25 floor (3) 61:17;110:15;173:24 focal (1)	69:2 focus (10) 39:20;79:17;116:14; 119:5;135:2;142:10; 162:23;165:4;211:19; 234:2 focused (8) 42:22;48:12;51:25; 160:24;161:7;163:6, 20;211:17 focusing (2) 167:21;241:13 Foley (2) 25:11,16 folks (1) 79:14 Follette (1) 169:5 follow (9) 5:17;10:22;15:18; 17:2;113:7;135:15; 187:8;195:18;238:25 following (14) 33:3;34:22;39:18; 58:25;65:18;95:24; 102:22;131:23;153:24; 239:3,18;240:6,6; 243:22 follows (2) 72:8;209:17 follow-up (1) 137:4 food (2) 40:1;212:20 foot (1) 96:4 football (38) 29:18;30:6,17;44:12; 103:15;105:18;106:5; 110:8;117:3,5;118:23, 24;119:24;120:3,21; 121:8;124:6,9;131:16; 148:15;154:8,8; 158:18;179:14,18,24; 180:5;181:6,19;182:2; 195:22;197:11;200:5; 201:3;205:10,12; 211:2;231:24 footing (2) 84:15,17 force (2) 66:25;116:17 forced (1) 187:7 foremost (1) 40:24 forfeited (1) 54:10 forfeiture (1) 143:15 forget (4) 42:7;60:7;61:18; 211:12	forgot (1) 245:5 forgotten (1) 243:12 form (3) 56:19;214:2;218:25 formally (1) 241:14 formation (3) 230:9,12,13 formed (1) 175:14 former (2) 49:20;213:15 forms (2) 18:23;221:21 forth (1) 207:12 forums (2) 197:13,14 forward (14) 19:5;41:15;79:23; 96:11;173:14;213:13, 24;218:3,24;235:16; 237:2,12;238:16; 239:15 forwarded (1) 78:6 fostered (1) 204:1 fostering (1) 188:18 FOULKES (3) 197:2,3;215:15 Foulz (1) 194:13 found (4) 32:2;126:22;152:23; 179:25 Foundation (3) 123:15,23;158:4 founded (1) 29:9 founders (1) 190:24 Four (20) 26:14;46:24;89:15; 92:12;93:20;99:9; 116:10;131:4;156:14; 157:14,22;161:1; 177:19;179:13;180:4; 183:1;204:3;212:7; 216:15,25 fourth (4) 17:7;26:17;30:15,16 four-year (1) 40:21 fragment (2) 114:3;143:12 fragmented (2) 103:13,17 frame (1) 184:14	framework (3) 79:21;80:16;81:9 frank (1) 203:22 Franklin (1) 214:13 frankly (9) 8:5;14:15;89:10; 101:22;102:3;199:6; 213:25;219:14;228:6 fraternity (1) 166:7 free (2) 103:15;186:17 freshman (7) 43:3;117:5;180:4; 200:11,19;201:8; 210:25 freshmen (2) 122:23;179:14 Friday (3) 39:25;110:8;187:17 friends (3) 40:3;41:19;202:5 Frisbee (7) 39:12;45:8;118:1,1; 119:2,7;131:17 front (4) 19:8;29:19;60:15; 201:2 frustrate (1) 37:14 frustrating (2) 61:7;211:20 full (10) 20:4,17;22:20,23; 33:8;49:15;158:17; 194:6;246:4,5 full-ride (1) 204:4 fully (4) 163:11;237:10; 246:13,21 fun (1) 209:24 functions (1) 95:11 fundamental (3) 112:25;138:12; 153:17 fundamentally (7) 66:13;67:22;68:10; 74:11;75:7;84:18; 108:24 fundraising (1) 67:6 funds (1) 123:20 further (12) 17:23;72:9;103:3; 107:3;111:3;153:1,2; 171:25;172:15;241:15; 244:14;246:1
--	--	---	--	--

further (1) 87:5 future (11) 37:5;43:20;50:21; 52:5;65:21;99:16; 102:17;132:23;184:1; 185:6;194:18 futures (1) 51:24	209:6;215:14,17; 219:15,17,20;220:1; 224:23;228:14,20; 231:19;240:3;241:2; 244:20 gap (1) 51:15 Garner (1) 202:14 gate (1) 43:5 gather (1) 39:19 gathering (2) 46:8,8 gave (5) 54:22;123:15; 175:19;203:16,24 gem (1) 192:5 Gemert (3) 202:23;205:6,7 Gen (1) 202:12 General (22) 5:10;6:24;8:4;10:10; 15:17,18;21:7,16;32:3; 40:8;48:14;61:4;66:17; 100:25;101:4,17; 135:9;136:4;162:25; 166:15;167:3;239:8 generally (5) 13:12;165:16; 166:21;190:10;222:10 generated (1) 162:5 generation (1) 199:21 generations (2) 28:12,20 generosity (1) 60:9 gentlemen (1) 216:21 geographic (1) 64:9 gets (10) 16:20;35:12;72:25; 80:9;85:18,19;117:23; 166:18;211:5;239:21 girl (1) 27:2 girls (11) 26:9,11,22;30:7; 75:13;179:15,18,19,24; 180:12;214:11 girl's (2) 118:24;213:1 gist (1) 159:2 given (7) 16:3;54:16;186:14; 203:10,12;233:25;	239:11 gives (2) 107:15;143:21 globally (1) 59:21 glory (1) 87:12 goal (3) 79:19;125:23;181:18 goals (3) 41:2,10;200:9 God (2) 232:9,9 goes (11) 17:13;43:17;73:24; 74:15,17;91:19;92:13; 94:18;101:6;108:23; 169:3 Good (31) 25:9;43:24;49:17; 50:17,25;58:1;85:17; 124:12;130:20;152:9; 154:20;162:9;169:23; 189:8,8,9,21;194:8; 196:18;197:25,25; 198:4;199:17,18; 202:1;203:3,4;214:4; 233:13;239:23,25 Goodman (14) 38:17,18,21;103:21, 22,22,25;123:14,23; 141:10,11;158:3; 189:21;201:10 Goodman's (1) 154:23 goodness (3) 146:13;193:18; 198:22 Gorton (2) 192:24,24 govern (4) 36:2,4,22;71:10 governed (1) 107:17 government (12) 83:16;190:9,11,23, 24;191:10,20;229:17, 18,23,24;237:15 governmental (1) 83:12 government's (1) 191:4 Governor (1) 193:23 GPA (1) 40:22 grade (7) 44:25;45:1;50:4; 121:3;122:19;161:18; 179:21 graduate (5) 40:20;203:5;204:3; 210:22;216:16	graduated (4) 40:22;43:18;203:11; 214:12 graduates (2) 59:13,24 graduating (1) 51:6 grammatically (1) 137:18 grandfather (1) 192:14 grandfathered (1) 207:6 grandstand (3) 175:24;176:1;178:6 grant (5) 123:14,22;142:20, 21;182:7 grass (8) 103:1;120:13,22,24; 121:22,24;122:5,22 grateful (1) 192:6 grave (1) 26:4 gravel (1) 151:9 great (16) 43:9;50:13;61:24,25; 62:8;68:1;85:9;203:25, 25;216:25;217:1,12; 219:11;233:24;240:5; 241:22 greater (3) 41:16;49:21;124:17 greatly (4) 57:9;158:9;184:17; 197:15 green (5) 30:18;119:1,8; 135:17,17 Greenwich (1) 28:13 Greg (2) 49:23;50:9 grew (4) 193:3,18;216:13; 218:4 grim (1) 51:10 groomed (1) 44:22 ground (2) 94:1;110:15 grounds (2) 18:22;164:15 group (3) 79:17;81:6;198:11 groups (6) 40:1;45:1;47:2; 59:22;173:13;241:3 grow (3) 203:17;204:7;230:14	grown (1) 27:23 growth (4) 64:4,7;203:20; 240:21 guarantee (2) 192:3;194:25 guess (22) 13:1;16:14;21:11; 23:5;38:22,23;56:11; 95:20;101:23;134:7; 11;143:20,20;155:17; 192:14;203:3;222:19, 21;228:7;239:1,16; 240:8 guest (1) 195:1 guided (1) 188:19 guilt (1) 211:21 guilty (1) 211:22 gum (1) 101:15 guy (1) 48:22 guys (4) 20:15;61:11;91:10; 219:11 Gwendolyn (2) 49:18;202:19 gym (3) 61:16;156:8;157:21 gymnasium (4) 29:21,21;83:6;227:4
G				
gallons (1) 40:3 game (39) 26:9,22;27:2;30:17; 41:22;42:7;43:2,10; 59:1,10;104:3;117:6; 120:17;125:24;130:5, 16;131:5;161:19; 180:24;195:12,23; 199:10;200:16;205:20, 22;211:13,16,17,23; 213:4;214:16;215:24; 216:23;218:15;219:23, 24;227:5;231:1,8 game-changer (1) 158:6 gameday (1) 125:15 games (147) 26:12;30:6,7,7; 31:16,18;34:7;35:16, 19;38:21,22;39:11,11, 12;44:16,19,23;45:15; 47:11;61:21;63:16; 69:5,18,21;70:8,9,24, 24;75:15;76:5,5;77:16, 17;85:8;86:12;92:14; 96:2;99:13;100:17; 103:16;104:17;105:18; 108:16,25;110:8,9; 111:16;116:8,9,11,17; 117:4,14,19;118:24; 120:3,16,20;122:23,24; 124:8,9;130:6;131:5, 13,18,20;132:12; 134:10;135:11;138:23; 141:12,17,21;142:3,18; 148:6,6,20,21,22; 149:1;154:18;155:1, 10,15;157:16;158:14; 171:18,20;177:24; 178:8,13,24;179:1,7,8, 15,18,19,24;180:5,6, 13,13,18;181:2;182:2; 189:18;193:8;194:24; 195:2;196:18,22,23; 197:18,22;198:24; 199:9;200:12,23; 201:5,12;204:10; 205:18,21,25;206:4,7; 207:13,15;208:9,25;	209:6;215:14,17; 219:15,17,20;220:1; 224:23;228:14,20; 231:19;240:3;241:2; 244:20 gap (1) 51:15 Garner (1) 202:14 gate (1) 43:5 gather (1) 39:19 gathering (2) 46:8,8 gave (5) 54:22;123:15; 175:19;203:16,24 gem (1) 192:5 Gemert (3) 202:23;205:6,7 Gen (1) 202:12 General (22) 5:10;6:24;8:4;10:10; 15:17,18;21:7,16;32:3; 40:8;48:14;61:4;66:17; 100:25;101:4,17; 135:9;136:4;162:25; 166:15;167:3;239:8 generally (5) 13:12;165:16; 166:21;190:10;222:10 generated (1) 162:5 generation (1) 199:21 generations (2) 28:12,20 generosity (1) 60:9 gentlemen (1) 216:21 geographic (1) 64:9 gets (10) 16:20;35:12;72:25; 80:9;85:18,19;117:23; 166:18;211:5;239:21 girl (1) 27:2 girls (11) 26:9,11,22;30:7; 75:13;179:15,18,19,24; 180:12;214:11 girl's (2) 118:24;213:1 gist (1) 159:2 given (7) 16:3;54:16;186:14; 203:10,12;233:25;	239:11 gives (2) 107:15;143:21 globally (1) 59:21 glory (1) 87:12 goal (3) 79:19;125:23;181:18 goals (3) 41:2,10;200:9 God (2) 232:9,9 goes (11) 17:13;43:17;73:24; 74:15,17;91:19;92:13; 94:18;101:6;108:23; 169:3 Good (31) 25:9;43:24;49:17; 50:17,25;58:1;85:17; 124:12;130:20;152:9; 154:20;162:9;169:23; 189:8,8,9,21;194:8; 196:18;197:25,25; 198:4;199:17,18; 202:1;203:3,4;214:4; 233:13;239:23,25 Goodman (14) 38:17,18,21;103:21, 22,22,25;123:14,23; 141:10,11;158:3; 189:21;201:10 Goodman's (1) 154:23 goodness (3) 146:13;193:18; 198:22 Gorton (2) 192:24,24 govern (4) 36:2,4,22;71:10 governed (1) 107:17 government (12) 83:16;190:9,11,23, 24;191:10,20;229:17, 18,23,24;237:15 governmental (1) 83:12 government's (1) 191:4 Governor (1) 193:23 GPA (1) 40:22 grade (7) 44:25;45:1;50:4; 121:3;122:19;161:18; 179:21 graduate (5) 40:20;203:5;204:3; 210:22;216:16	graduated (4) 40:22;43:18;203:11; 214:12 graduates (2) 59:13,24 graduating (1) 51:6 grammatically (1) 137:18 grandfather (1) 192:14 grandfathered (1) 207:6 grandstand (3) 175:24;176:1;178:6 grant (5) 123:14,22;142:20, 21;182:7 grass (8) 103:1;120:13,22,24; 121:22,24;122:5,22 grateful (1) 192:6 grave (1) 26:4 gravel (1) 151:9 great (16) 43:9;50:13;61:24,25; 62:8;68:1;85:9;203:25, 25;216:25;217:1,12; 219:11;233:24;240:5; 241:22 greater (3) 41:16;49:21;124:17 greatly (4) 57:9;158:9;184:17; 197:15 green (5) 30:18;119:1,8; 135:17,17 Greenwich (1) 28:13 Greg (2) 49:23;50:9 grew (4) 193:3,18;216:13; 218:4 grim (1) 51:10 groomed (1) 44:22 ground (2) 94:1;110:15 grounds (2) 18:22;164:15 group (3) 79:17;81:6;198:11 groups (6) 40:1;45:1;47:2; 59:22;173:13;241:3 grow (3) 203:17;204:7;230:14	grown (1) 27:23 growth (4) 64:4,7;203:20; 240:21 guarantee (2) 192:3;194:25 guess (22) 13:1;16:14;21:11; 23:5;38:22,23;56:11; 95:20;101:23;134:7; 11;143:20,20;155:17; 192:14;203:3;222:19, 21;228:7;239:1,16; 240:8 guest (1) 195:1 guided (1) 188:19 guilt (1) 211:21 guilty (1) 211:22 gum (1) 101:15 guy (1) 48:22 guys (4) 20:15;61:11;91:10; 219:11 Gwendolyn (2) 49:18;202:19 gym (3) 61:16;156:8;157:21 gymnasium (4) 29:21,21;83:6;227:4
H				
half (5) 55:7;104:12,15; 159:9;226:18 halfway (1) 33:2 Hall (1) 101:11 hand (6) 23:4,6;79:14;170:10; 211:16;244:3 handful (1) 179:7 handheld (6) 173:18,19,20,20; 223:15,16 handicap (1) 189:3 handle (1) 88:20 handout (1) 32:24 hands (2) 143:1;213:24 handwritten (2)				

213:20;220:13 hanging (2) 40:2;195:8 happen (12) 48:25;63:19;68:4; 83:1,1;101:11;166:9; 194:20;196:4;201:10; 204:18;217:19 happened (10) 59:10;77:23;118:9; 162:4;181:24;182:1; 201:13;207:3;215:1; 217:10 happening (4) 48:24;68:7,7;85:23 happens (6) 134:18;163:24; 178:20;217:21;239:10; 244:5 happily (1) 86:16 happiness (2) 46:6,6 happy (4) 33:9;49:9;58:4; 225:19 hard (5) 150:14;176:9; 206:14;211:11;213:10 harder (1) 37:11 harken (1) 229:1 harm (7) 182:15;230:8;232:6; 239:1,2,17;240:20 Harvest (1) 212:20 hat (1) 195:9 hate (1) 214:4 hazard (1) 16:14 head (2) 58:8;128:8 headlines (1) 182:6 health (1) 212:21 hear (17) 7:8;8:24;21:10; 22:14;32:8;35:23;55:4; 145:22;178:20;187:18; 19:195:15;196:3; 202:17;218:23;236:23; 241:24 heard (20) 11:25;45:12;99:7; 153:20;181:14;195:20; 196:20;206:18,22; 227:3,19;229:5; 230:10;231:22;233:11,	14,16;234:4;236:12; 240:18 hearing (17) 8:1;19:4;21:5,14; 24:10;52:22;56:1,10; 99:18;130:22;133:20; 145:9;154:13;172:2; 187:2;226:18;246:20 Heart (8) 25:14;28:7;29:13; 48:22;58:18,22; 146:13;202:9 heartfelt (2) 240:16,16 Heidi (1) 202:14 held (19) 38:25;39:9,23;44:15; 47:21;70:9;80:4; 122:17;124:10;125:17; 18,20;134:21;144:17; 145:24;156:4;179:20; 180:16;227:16 Hello (4) 75:21;174:1;210:21; 219:3 helmets (1) 30:18 help (7) 41:9;48:13;81:7; 146:9;200:2;212:23; 216:6 helped (3) 41:1;200:23;205:18 helping (1) 53:7 helps (3) 46:6,10;146:5 Here's (3) 199:1,1;223:15 herself (1) 211:4 Hey (3) 70:16;156:7;240:1 Hi (5) 40:19;178:14;190:4; 192:24;194:14 Hiam (1) 202:14 High (108) 6:14;21:5,14;25:14; 26:2,23;27:20;29:10; 12,13;31:6,9,18,21; 33:6;40:16,20,23;41:8; 14;42:2;43:10,14,18; 44:1,10,11;45:23; 47:11,11,12,12;49:5; 19;50:6,16,21;51:18; 52:3,8,9;56:21;58:7,9; 13;60:1;67:3,12;79:2; 17;80:17;83:14;84:7; 16;87:10;89:1,7,11,21; 90:21;92:15;94:3;97:3,	14,17;99:13;102:23; 104:2;105:23;131:19; 135:25;158:22;174:14; 175:25;176:12;177:17; 178:3,7,22;179:11,21; 181:1,5,6;184:18; 188:8;192:18,19; 193:4;199:20,21; 201:21,22;202:6; 203:20,21,24;210:23; 211:24;212:2;215:16; 216:16;218:6,16; 234:5,9,21;235:2 highest (1) 203:13 hill (1) 30:1 Hills (1) 180:3 historic (1) 151:1 historical (2) 104:24;167:21 historically (3) 75:17;131:13,15 history (11) 26:14,17;29:7;72:20; 114:7;116:20;143:6; 146:25;149:10;179:3; 227:11 hive (1) 168:13 hogs (1) 218:9 hold (12) 19:21;52:7;60:13; 69:1;122:17,19;124:7; 13;125:9;158:17; 183:7;235:1 Holding (10) 26:5;108:16;141:8; 166:17;167:4;181:3; 207:13,14;240:23; 243:14 holdings (2) 162:7,12 holds (2) 141:2,3 Hollister (1) 193:3 home (41) 41:18,23;42:9,12,20, 25;43:11,12,16;50:8; 61:14;189:25;197:5,7; 198:7,8;200:12; 201:12,12;202:6,7; 204:10,19;205:13,13, 14,20,25;211:9,25; 214:21;216:8,19,19,19, 23;219:21;220:5; 228:4;240:3;244:24 homecoming (1) 45:15	homes (2) 59:25;199:6 honest (1) 35:17 honestly (1) 240:5 hoops (1) 54:5 hope (9) 42:9;43:19;83:1; 195:18;216:22;219:18, 25;220:6;225:15 hopefully (4) 198:6;213:14; 219:11;223:7 hoping (2) 14:13;206:6 hopping (1) 219:12 Horeb (1) 47:12 horns (1) 59:2 horrible (1) 198:14 Horton (1) 187:11 hospital (1) 97:17 hospitals (4) 88:25;89:16,23;97:3 host (6) 41:21;46:7,9;87:9; 178:7;216:4 hostage (1) 80:4 hosted (2) 44:12,23 hosting (1) 46:12 hotcakes (1) 193:21 Houlihan (1) 180:3 hours (5) 60:2;70:10;180:22; 212:12;241:19 house (3) 46:10;192:2;197:17 houses (3) 144:24;145:7;193:20 huge (3) 53:23;200:3;211:18 hundred (3) 149:13;192:20;196:1 hung (1) 144:5 hurt (1) 202:2 husband (1) 49:23 hypothetical (6) 109:19;162:2;	163:11;164:17;169:4; 170:9 I ice (1) 198:21 idea (9) 37:10;80:15;104:23; 124:20;157:7;162:4,5; 177:11;189:9 Ideally (1) 77:21 ideals (1) 188:20 ideas (1) 39:20 identically (1) 133:19 identification (1) 66:3 identifications (1) 162:15 identified (44) 9:8;11:19;12:2; 18:13;32:6,17;62:17; 65:12;66:6,11;67:1; 73:13;74:24;80:18,20; 88:4;94:3;98:3;99:22, 25;100:14;127:13; 135:10;138:15;139:12, 16;140:14;149:11; 153:10;155:21;163:1, 13;164:10,11;167:9; 185:21;218:25;227:18, 25;228:17,18;229:20; 230:24;231:12 identifies (10) 33:11;37:18;62:2; 63:5;91:4,19;102:19; 103:1;138:2;166:18 identify (17) 10:6;65:14;88:2,3,6; 92:23;93:18;101:14; 135:10,12;153:14,24; 166:6;167:22;231:4, 17,21 identifying (3) 79:20;101:20;154:16 identity (2) 28:8,21 ignore (1) 209:2 ignored (1) 211:10 IKEA (1) 139:4 illegal (2) 26:22;27:3 illustrations (1) 142:12 illustrative (2) 34:12;37:21
---	--	---	--	---

imagine (2) 61:11;148:10	118:2;133:3;140:1,2,3; 142:25;144:7;152:17; 154:3;156:10;163:15; 166:8;180:18;186:11; 228:22	11:9;112:20;113:9; 184:7;188:9	93:3;97:16;99:9	intentional (1) 143:14
immediately (1) 29:16	Included (29) 9:9;24:13;29:5;45:5; 65:24,25;71:18;76:13; 78:4;81:18;98:19; 102:13;114:12,17; 137:7,19;140:7; 144:14;156:19,21,22, 24;180:11;185:4; 186:3;215:25;235:4; 236:9,10	individuals (2) 11:6;42:6	institution (24) 27:19;28:9,10,12; 44:8;61:24,25;62:8; 72:11;79:22;82:9,15, 16;107:16;108:4; 112:7;114:6;149:21, 22;152:24;160:13,23; 184:9;196:6	intentionally (5) 102:2;107:4;143:5, 21;183:4
impact (7) 40:16;82:18;138:10; 179:10;216:8,9;230:6	includes (7) 37:1,4,5;95:6;120:1; 153:11;186:19	Indoor (4) 34:22;35:5;39:19; 80:10	institutional (3) 64:7;89:13;208:19	intentions (1) 147:2
impacts (9) 64:8,16;74:1;75:24; 76:3,16;83:18;85:12; 235:18	including (25) 11:9;27:11,14;35:4; 44:25;45:2;54:6;62:23; 63:1,66:5;85:24;98:2; 107:9;136:22;153:9, 16;180:20;181:3; 185:10,20;197:5; 208:5;209:23;212:17; 228:21	inevitable (1) 43:7	Institutionalized (3) 27:8;81:19;82:4	interest (8) 18:19;83:12,16,21; 182:12;229:18,24; 239:24
imparted (1) 237:18		inexhaustive (1) 171:5	institutions (24) 27:12,13;35:1;46:22; 47:9;52:15;53:16,17; 54:6;64:3,5,10;89:17; 92:5;97:21,21,23;99:6; 107:7;135:2;183:24, 25;225:21;229:16	interested (15) 9:14,25;10:1,6,13; 11:24;12:5,7,22;13:14; 14:19;16:5;17:8;169:8; 173:6
impede (1) 107:14		inferred (1) 98:6	institution's (3) 35:9;65:9;74:20	interesting (1) 140:20
impermeable (2) 114:19;115:16		information (6) 22:25;84:23;153:25; 168:4,25;218:23	instruction (1) 125:22	interests (8) 53:15;83:21;182:12, 13,19;188:10;229:8,16
implementation (1) 126:21		informed (6) 42:18;77:7,10; 175:22;176:13;185:14	instrumental (1) 230:11	interject (1) 153:19
implementing (2) 128:3;182:18		inherently (2) 72:20,24	integrity (1) 60:9	interpret (5) 16:5;25:21;191:3; 230:3;238:6
implications (1) 175:5		initial (3) 20:4;78:9;88:20	intend (10) 5:25;11:3;19:25; 93:24;107:9;160:20; 221:23;222:4;243:1,22	interpretation (33) 14:10;37:24;38:13; 39:3;40:5;52:7;61:19; 63:11;72:1,2,19;75:5; 82:1;86:9;103:15; 104:6;112:3;118:14; 133:22;134:23;137:5; 138:5,18;157:8;175:2; 192:25;221:24;224:14; 226:6;229:2;231:2; 234:13;241:9
implies (3) 87:9,10;105:14		initially (2) 36:14;182:22	intending (3) 142:21,23;243:15	interpretations (1) 14:11
importance (1) 213:9		in-kind (1) 150:17	intense (1) 171:19	interpreted (2) 184:21;233:22
important (18) 6:2;9:5;44:6;45:10, 18;48:16;51:4;53:14; 61:7;62:4;64:4;177:1; 181:12;193:13;200:3; 204:11,16,24	inclusion (1) 166:4	innate (1) 132:7	intensification (14) 66:14;68:8;110:4,6, 10;138:8,21,23;139:6; 161:11;163:3;167:9; 171:13,15	interpreting (1) 241:1
imposing (1) 27:15	incompatibility (1) 176:8	inner (1) 144:21	intensity (3) 68:7;130:3;178:24	interscholastic (4) 28:23;235:1;236:9, 17
impossible (2) 42:23;171:23	incomplete (1) 162:17	innuendo (1) 191:17	intent (10) 47:23;97:20;107:3; 109:11;161:9,11; 162:18;226:11;236:2; 237:11	interviewed (1) 177:16
impressing (1) 51:21	incorporates (2) 132:20,21	input (5) 109:16;111:4; 174:24;184:5;209:25	intention (5) 92:19;100:5;219:3; 225:20;226:14	into (56) 9:18;17:13;20:9; 21:4;22:17;23:8;30:21; 45:7;50:12;73:24,25; 74:4,9;84:8;90:16; 91:25;97:4,14;99:4; 101:3,21;104:9; 107:25;108:15;115:11; 123:19;124:10,18; 138:11;139:7;145:7; 149:4,20;160:11; 165:5,9,25;166:18; 170:4,16,21;193:20; 199:3;212:9;213:1,3; 216:5;219:20,25;
impression (3) 161:22;196:16;226:1	increase (2) 124:23;199:6	inquire (1) 11:22		
improved (3) 98:1;183:25;185:9	increased (2) 76:4,10	ins (1) 35:1		
improvements (10) 126:14,15;129:13, 15;143:24;175:20; 208:5;214:14;215:4; 243:23	increasing (2) 125:5;130:3	insane (1) 192:17		
improving (2) 52:13;151:10	incurred (1) 149:8	inside (1) 87:11		
inadvertently (1) 107:4	independent (4) 17:1;47:14;127:17, 20	inspection (1) 139:3		
inappropriate (1) 174:22	independently (1) 47:15	inspector (1) 231:10		
inattentive (1) 211:15	indicate (1) 143:4	Instagram (1) 59:7		
incident (2) 189:5;211:11	indicated (9) 86:24;98:13;112:9; 115:12;116:10;129:15; 156:7;188:14;235:3	install (2) 31:2;139:4		
include (29) 11:5;34:22;37:6; 47:11;65:18;72:11; 76:4;95:5,10,15;99:1; 114:12;117:25,25;	indicating (2) 97:10;98:16	installation (2) 127:4;138:20		
	indication (2) 138:22;243:15	installed (2) 125:12;176:16		
	indications (1) 27:18	instance (2) 130:5;137:6		
	individual (5)	instances (1) 9:12		
		instead (3)		

220:6;221:4;222:3; 226:15;232:11;238:22; 244:14 intramural (3) 60:4;131:19;164:23 intramurals (1) 236:21 intramural's (1) 164:25 introduce (1) 75:23 introduced (5) 111:22;118:18; 212:8;213:2;242:23 introduction (1) 184:19 investigation (1) 76:25 invite (1) 29:2 invited (1) 47:3 involved (16) 59:17;67:15;77:24; 78:9,14,15;95:14; 113:16;146:19;155:20; 188:4;204:25;217:9, 21;229:8;234:7 involvement (2) 109:16;204:9 ironically (1) 103:21 irreparable (2) 230:8;232:6 isolate (1) 189:11 issuance (2) 8:14;138:25 issue (40) 6:6;8:14;10:3,14; 14:9;19:19;20:1,15; 27:17;32:16;34:7,9; 61:19;62:13,14;81:23; 83:23,25;84:25;99:12; 137:21;139:9;141:7, 15;142:1,9;163:7; 186:5;195:24;199:23; 209:1;216:10;217:16; 219:14;220:2,3; 224:15;234:15;238:22; 243:3 issued (7) 25:25;26:8,21;115:1; 161:16;166:14;207:12 issues (9) 6:11;16:19;34:25; 61:5;81:8;106:1; 108:13;206:11;215:24 item (30) 6:4,8;9:15;10:1,2,19; 11:4,18,22;13:9,11; 15:5,13,15,19,20,25; 16:3,25;17:7,9;18:8,	11;19:3,6;21:4,13; 232:12;245:18;247:2 items (5) 15:25;16:16,25; 96:12;236:2 J Jacks (1) 198:20 Jackson (1) 210:25 James (2) 50:5;202:23 January (10) 30:21;66:20;70:21; 88:24;91:21,24;104:9; 125:8;187:1,2 Jason (1) 214:5 Jenkins (37) 5:4;24:19;57:1,3,8, 13;111:10;130:20; 131:3,7,12,23;133:20; 134:7;135:14;136:1,9, 12,15,18,24;137:12; 139:9;140:6,11,19; 221:10;240:13;242:1, 6,9,14;243:17;244:25; 245:13,16,25 Jennifer (1) 202:11 jersey (2) 41:17;43:23 jerseys (1) 61:12 Jessica (1) 5:5 Jim (1) 205:6 job (6) 190:22;204:7; 206:14;227:11,13; 233:13 John (4) 75:21;129:12; 187:12;202:12 joined (1) 51:20 Jon (1) 202:10 JONES (3) 49:17,18;202:19 Joseph (3) 194:13;199:19;219:8 jot (1) 101:5 Journal (1) 177:16 joy (1) 204:18 July (1) 5:2	jump (3) 121:9;122:25;165:10 June (2) 159:7;177:16 junior (5) 70:8;117:4;179:14; 199:19;215:17 jurisdiction (1) 7:7 justice (8) 28:5;59:18;188:20, 24;189:1,6,7,10 justification (2) 31:24;34:4 justify (1) 31:24 JV (3) 122:23;135:11; 161:18 K Kathleen (3) 55:16;56:17;58:2 Katie (1) 25:15 keep (10) 48:2;52:23;54:21; 97:16;108:13;127:4; 130:22;145:14,15; 148:15 keeping (6) 13:4;23:14,22;48:11; 177:13;215:10 Kelly (1) 194:12 Kelso (20) 18:24;22:10;24:2; 25:7;173:8,11,15,24; 177:3;181:8;187:9,16, 19;194:11;202:10,16, 19,22;207:20;213:18 kept (1) 200:25 Keva (1) 215:6 Kevin (1) 25:15 key (6) 100:12,12;114:14; 129:17;158:4;207:16 Keyes (1) 214:6 kicked (1) 80:6 kicking (1) 47:5 kickoff (1) 78:10 kicks (2) 66:1;164:3 kid (2) 61:15;195:5	kids (15) 28:19;31:17;42:24; 43:10;206:5;214:22; 215:8;216:15,24,25; 218:5,18,18,20;219:15 kind (23) 14:5;46:7;48:22; 58:17;63:23;77:17; 83:8;110:3;116:19; 119:11;134:11;152:11; 166:21;167:10;192:9; 196:10;197:20;199:15; 200:23;210:16;214:22; 243:11;244:16 kinds (8) 75:9,9;82:12;152:23; 165:18;166:8;194:2; 236:19 kitchen (4) 139:2,4,5,5 KLEHR (15) 5:6,6,7;24:19;144:9; 145:2,6,18,25;146:2; 147:14,19;148:3,18; 172:13 knew (3) 152:21;177:21; 190:24 knowing (3) 10:5;132:5;149:18 knowledge (3) 30:13;104:12;167:6 known (6) 27:9,19;29:9;162:20; 168:8,9 knows (5) 40:12;72:22;168:2,3; 209:4 Kohl (1) 154:24 Kushner (1) 202:12 L la (2) 111:7;169:5 lack (3) 129:13;178:11; 211:19 lacking (1) 182:21 lacrosse (19) 30:7;39:11;45:7; 103:16;106:5;119:3; 131:5;158:18;164:24; 166:22;180:13,20,21; 214:13,18,19,20,25; 215:8 laid (2) 241:11;243:19 Lake (1) 39:20	lakefront (1) 198:15 Land (30) 27:8,15;37:4,5; 52:21;53:18,21;62:23; 65:20,21;71:15;81:19; 82:3;95:6;140:2;149:5, 20;153:16,25;154:5; 168:22;175:20;176:8; 185:5,7;188:11; 192:21;193:23;209:14; 231:16 LANDGRAF (2) 216:11,12 landmarks (1) 114:22 Landry (2) 202:13;203:4 language (31) 66:4;70:21;72:6,14; 73:12,21;74:10;94:6; 98:16,18;102:20; 104:5;105:7;137:6,13; 143:4,13;151:18; 152:6,8,17;154:1; 161:15;174:19,25; 186:3,5;191:1;195:10; 196:5;242:18 lapsed (2) 173:3,4 Lardner (2) 25:11,16 large (8) 24:12;33:11;80:7; 127:4;130:12;179:11; 184:18;213:25 largely (3) 9:20;10:21;87:17 larger (4) 76:8;175:24;176:1; 236:3 last (22) 39:15;42:9;53:13; 136:2,3;155:18;157:6; 158:20;187:1,10; 191:22;195:13;197:5, 11;203:5;205:19; 209:12;210:8;219:1; 242:15;244:7,9 lasted (1) 180:21 late (5) 44:22,24;58:21; 104:11;194:3 later (11) 16:11;18:7;29:17; 42:17;51:7;58:8; 124:10;177:15;178:2; 194:21;226:19 Latin (1) 60:17 latitude (1) 9:20
---	--	--	--	---

Laudare (1) 60:16	10;49:9;54:21;55:13; 15;56:4,17,20;57:6,9, 20;87:1,17,24;88:15; 100:11;116:25;117:3; 118:22;119:7,17,22; 127:1;128:10,17,21; 131:9,15;132:13; 133:25;139:16,23; 140:17,20;145:1,4; 146:1,17;147:18; 148:2,5,19;153:19; 169:2;187:18;202:14, 15,17;221:2,9,14,17; 222:7,21;223:3; 232:17,21,25	Lewis (1) 187:11	listed (24) 34:19;38:17;39:2,6, 7,22;65:3;87:18,22; 88:14;91:16;96:20; 105:13,16;133:10; 141:10;147:7;152:3, 25;156:22;165:13; 180:2,5;186:20	90:18
laundry (1) 142:13		liaison (7) 81:5;175:13;176:13; 177:9;178:3;188:3; 237:25	listened (1) 189:4	logistical (1) 125:22
law (22) 14:12;25:11;27:10; 53:9,12,24;54:2,15; 66:25;68:4;72:21;82:2, 5;129:24;130:2,2; 168:11,22;215:13; 225:2;229:4;230:4		liberty (4) 25:23;53:15;229:7, 16	listening (4) 49:6;202:7;216:10; 232:8	long (12) 13:20,21;16:7;37:10, 10;58:10;64:21,22; 110:14,24;168:24; 218:17
Lawn (4) 187:10;197:7; 216:13,16		library (6) 48:4;170:11,12,13, 14,16	listing (3) 93:10;139:21;236:1	longer (11) 29:20;32:12;49:3; 55:19;57:24;97:8; 99:14;138:6;157:2,3; 192:13
laws (2) 6:18;208:21	Leeper (3) 207:20,22,23	life (17) 28:2;48:8,9;49:1; 193:3;195:16,23; 199:5,25;200:4; 204:18;206:3,23; 213:6;214:15;216:9,13	lists (10) 34:20;35:3;37:21; 38:6;64:19;87:15; 91:13;132:24;137:7; 245:16	long-term (2) 160:19;181:18
lawyers (3) 72:18;186:14;228:8	left (15) 29:16;30:15;49:8; 102:1;103:3;137:3; 143:22;161:25;169:21; 182:23;183:2,4; 211:15;220:11;221:23	lift (1) 150:15	litigated (1) 82:24	longtime (1) 216:12
lay (2) 11:2;161:2	legacy (1) 158:12	light (1) 15:7	little (20) 9:18;14:12;54:22; 66:16;75:18,19;81:15; 103:3;111:17;117:17; 144:3,4;160:5;188:13; 191:22;199:25;200:15; 203:22;220:14;225:15	look (33) 29:3,4;36:4,5;67:9; 69:18;70:3;73:1,1,4, 22;82:14;84:2;90:6; 94:23;103:3,7;119:12; 168:2;182:5;189:12; 191:16,17,17;192:9; 213:12;216:21;220:24; 228:23;235:10;236:4; 242:24;243:24
layer (1) 120:23	legal (8) 97:6;102:15;116:15; 129:23,24;168:19,20; 221:24	lighting (5) 108:7;125:4,6,7; 176:15	livability (6) 62:5,9;64:12;83:22; 193:17;235:19	looked (5) 41:15;138:24; 150:18;156:17;200:14
laying (1) 9:3	legalese (1) 210:13	lights (17) 16:9;69:23;70:23; 108:22;110:24;116:8; 124:18;175:23,25; 177:8,23;178:4; 186:12;200:15;201:6; 210:6,14	livable (2) 193:17,18	Looking (12) 58:15;96:13;102:17, 20;123:16;135:23; 142:19;143:4;151:17, 19;243:8,25
lead (2) 78:13;88:23	legalized (1) 168:12	likely (2) 64:16;235:21	live (10) 39:24;51:10;178:15; 183:22;188:1;192:10; 197:3;198:14;214:5; 215:22	looks (1) 151:4
leader (4) 203:14,17,18;213:9	legislative (1) 72:19	likes (1) 208:24	lived (14) 50:6;58:19,22;71:1; 130:13;175:11;178:19; 192:4;193:2,3;197:3; 198:1;205:7;207:23	loopholes (1) 191:16
leaders (2) 205:3,3	legitimacy (1) 208:22	limit (7) 98:17;113:1;143:5; 190:12,14,16,18	lives (1) 220:20	lose (1) 210:9
leadership (6) 58:11;196:8;203:11; 204:6,6;230:14	length (2) 158:17;200:9	limitations (1) 156:15	living (3) 76:16;194:5;216:14	losing (1) 171:23
leading (1) 104:25	lengths (1) 43:9	limited (4) 102:25;115:2;157:8; 233:5	local (1) 27:10	lost (2) 59:10;210:10
League (1) 47:15	Leo (1) 29:18	limiting (3) 102:13;104:5;143:13	located (2) 129:15;193:25	lot (24) 14:8;18:15;30:4; 50:9;76:6;89:5;93:25; 105:1,25;106:1; 115:12;116:13;147:12; 156:21;193:10;196:8, 12;201:1;206:14,23; 215:20;217:9;225:4; 229:5
learn (1) 230:14	LeRoy (1) 25:15	limits (1) 95:17	lock (1) 47:8	lots (2) 162:11;233:11
learned (1) 213:8	less (7) 31:6;49:7;52:16; 112:4;113:16;180:3; 184:4	line (1) 113:24	locker (1) 205:17	loud (1) 220:14
learning (2) 28:2;182:9	letter (3) 70:20;178:11;185:15	lined (1) 118:4	lodging (1) 166:7	loudly (1) 145:25
least (14) 28:23;32:12;89:7; 117:8;120:2;123:17; 131:21;157:14;173:17; 193:6;205:25;212:11; 237:18,24	letting (1) 20:23	link (1) 68:21	Logan (1) 78:4	love (3) 205:16;211:24;240:7
Leather (1) 30:17	level (24) 44:23;53:11;79:22; 101:1,4,18;119:25; 120:2,18,20;121:2,7; 135:12;139:5;179:7,8, 13,14,18,23;180:13; 215:17;216:24;241:20	linked (1) 157:11	logical (1)	low (1)
leave (6) 16:23;102:10; 181:13;183:8;192:12; 201:1	levels (4) 36:9;64:15;122:22; 235:20	list (21) 33:3;34:12;37:7; 38:8;47:2;62:22;72:11; 138:16;142:13;154:5, 7;165:12,17;171:5,8; 183:5,6;200:1;231:24; 235:8,9		
Leaving (1) 12:15				
LEE (77) 6:19;7:15,22;8:20, 25;10:24;12:18;14:1; 16:7;17:16;18:20; 19:17;20:21;22:24; 23:4;24:16,23;25:3,9,				

179:10 lower (13) 44:22;119:25;120:2, 20;121:2,6;122:22; 179:7,8,13,18,23; 180:12 Luckily (1) 200:20 luxury (1) 220:4	makes (11) 38:20;107:1;144:2; 151:16;162:2;164:20; 183:8;193:14;201:5; 225:19;241:21 making (8) 5:11;11:23;69:6,7; 106:12;143:25;154:19; 218:9 males (1) 50:19 Mamaroneck (1) 83:5 man (3) 43:1,4;48:22 management (2) 136:5;245:7 Mansfield (1) 181:5 many (28) 39:12;41:2,24;42:6; 43:7,8;48:16;53:9; 56:21;58:18,21;59:14; 76:20,21;104:19; 123:17;130:9;160:9; 162:10;178:25;190:23; 193:8;198:6;208:13; 213:16;221:21;233:16; 241:18 map (6) 103:4;105:10,10; 162:24;225:1,10 March (7) 26:4;31:22;36:18; 148:25;149:2;166:19, 19 Marie (2) 173:25;178:14 Mark (1) 216:12 Market (4) 18:14,17;134:21; 149:14 market's (1) 156:22 Marla (1) 219:4 master (377) 30:23;32:6,17,19,21, 22;33:2,8,10,14;34:1, 11;36:2,3,7,13,14,20, 21,25;37:3,9,11,16,24; 38:4,15,16,18,39:2,18, 22;40:11;47:18;48:3; 62:6,18,22;63:1,4,18; 64:13;65:17,17,25; 66:5,11,16,18,20,22; 67:8,19;68:11,16;69:7, 11,13,15,24;70:2,13, 15,18;71:1,2,4,9,14,15, 16;72:10,11;73:4,7,16; 75:12;76:3;77:22; 78:10,17,19;79:19;	80:3,12,13,18,20,25; 81:9,12;83:19;84:6,8, 11,20;85:19;86:10,14; 87:25;88:1,7;89:25,25; 90:2,4,8,9,16,16,21; 92:1,4,9,11,13,16,20, 21;93:13,14,16,20,23, 24;94:2,9,17;95:18; 98:2,7,8,11,11,15,17, 21,25;99:3,5,14,22,25; 101:8,24;102:15; 103:20,24;104:10,11, 22;106:13,17,23;107:1, 3,7,15,15,18;108:6; 109:1,3,8,10,23; 110:12;111:3,7,8,12, 15,19;112:4,13,15,17, 19,22,25;113:4,10,18; 114:1,9,12,13,14,25; 115:2,4,8,12,16,20; 116:3,6,9,12,21,23,24; 118:18;119:6,16; 120:6,7,10;121:11,16, 17;122:10;123:1,11; 126:14,22;127:8,8,18, 18,21;132:4,16,20; 133:2,3,5,16;134:3,24; 137:6,14;138:2; 139:21;140:1,4,24; 141:1,5,22;142:10,25; 144:2,12,13,20;146:4, 12,16,17,18;148:8,24; 150:20;153:9,12; 155:3,5,8,9,14,21,23, 24;156:12,18,20,20; 157:8;159:8;160:8; 161:2,4,20,22,23; 162:11,12;163:12,16, 17,22;164:9,21,25; 165:3,17;166:1,4,11; 167:5,16,17;168:7; 169:7,10,11,19;170:8, 22;171:6;174:10,13; 175:3,21;176:2,5,11, 19;177:6,25;178:12; 181:14,21,25,25;182:1, 18,22;183:25;184:1,8; 185:4,9,14,17,20; 186:1,2,25;194:25; 195:10;207:16;208:12, 16,20,21;209:2,5,8; 217:20,22,24;224:15, 25;225:8,20;226:8,13; 227:23,25;228:17; 230:3,25;231:13; 234:11,21;235:4,6,12, 14;236:6,11;237:17; 238:11,14,19,22;239:4, 13,19;241:10;242:16, 25;243:19;244:6,21 material (1) 79:13 materials (7)	22:6,21;23:8;24:21; 79:4;241:14;245:24 Matt (15) 25:25;50:22;68:9; 69:22;75:3;89:5;93:8; 129:15;141:7;159:18; 165:10;209:23;221:8; 225:6,13 matter (9) 9:6;16:17;52:9; 106:23;139:6;182:9; 204:16;214:9;226:1 matters (3) 6:13;80:5;132:10 Matthew (3) 25:10;50:3;202:14 Matt's (2) 50:21;75:17 Maura (1) 207:21 may (34) 7:2,21;8:2,7,8,10,13, 16,17;9:10;10:6,10; 15:2;18:6,24;19:22; 21:22;25:8;26:4;31:22; 55:6;76:5,5;77:4; 107:12;117:22;151:3; 159:25;166:18,20; 177:10;178:2;246:8,9 maybe (23) 22:16;27:1;76:14; 85:13;104:11;136:2; 137:25;139:24;144:21; 151:7;155:13;160:14; 163:4,4;173:21;183:7; 191:12;198:10;206:13; 216:14;235:8;240:25; 245:1 Mayer (2) 218:9,13 Mayor (1) 196:12 MAYSA (1) 47:13 McClain (1) 135:4 McKinley (1) 202:11 McTavish (1) 194:11 mean (36) 63:15;67:20;80:5; 82:8;98:13;100:17; 105:22;108:12;111:21; 121:21;122:11;131:25; 132:9;136:12;137:4; 142:9;146:10;147:20; 148:2;153:7,20; 161:22;163:11;167:15; 168:15;171:12;228:6; 236:16;242:6,7,14,17; 243:8,17;244:17,17 meaning (2)	161:18;194:7 means (7) 63:16;72:15;73:21; 184:22;225:1,1;241:2 meant (7) 78:18,19;113:1; 134:11;136:18;143:16; 144:16 measure (1) 86:2 measures (3) 64:17;85:14;235:22 mechanism (2) 19:20;186:22 media (1) 59:16 medical (2) 64:3;152:24 medicine (1) 59:16 Meet (10) 38:9;59:12;125:19, 20;131:6;141:4;154:7; 159:1;166:24,25 meeting (20) 5:2;6:4,9,18;9:4; 36:20;40:2;60:22,22; 79:17;111:22;145:14; 156:4,5,6;172:21; 177:10;197:21;222:13; 242:1 meetings (7) 78:2;79:3,16;89:5; 170:13,14;206:13 meeting's (1) 6:17 meets (9) 26:12;30:7;38:8,9; 44:24;117:7;125:17, 19;141:3 member (12) 10:7;49:19,21;56:22; 58:2;60:24;78:4;124:8, 12;132:15;145:22; 175:12 members (15) 5:4,20;9:21;17:24; 57:17;61:3;172:17,21, 23;199:18;221:25; 224:5;233:6;241:6; 246:23 Memorial (7) 39:16,17;101:11; 105:23;181:5;202:5; 214:21 memories (1) 58:19 memory (1) 42:13 men (1) 60:9 Mendota (1) 39:20
---	--	---	---	---

mental (1) 212:21	Millennium (1) 212:18	Mm-hmm (4) 95:7;96:9;136:11; 140:19	62:4;179:6;181:11; 208:4;212:3;228:7; 239:11	200:20,25;201:4;238:9
mention (16) 36:10,12,17;38:11, 20;39:8,10,10,14,22, 24;40:1,4;45:10; 178:12;244:23	million (1) 182:6	model (1) 27:25	motion (25) 16:22;17:18,21;18:1; 54:25;56:11,14,24; 57:4,18,24;172:5,8,11, 14;223:22;224:2,6; 233:8;246:2,11,12,16, 19;247:1	N
mentioned (13) 76:24;82:17;101:13; 118:23;122:15;123:4; 127:7;132:9;162:1; 193:16;198:12;217:13; 219:8	min (1) 64:7	modern (2) 123:25;203:18	motions (1) 5:12	Nakoma (1) 28:15
mentions (1) 38:5	mind (5) 52:1;88:16;90:12; 142:24;236:22	modernized (1) 27:24	motto (1) 60:15	name (24) 40:19;43:24;45:3; 47:16;49:18;106:6; 175:10;178:14;183:20; 187:10,22,23;190:4; 197:2;199:19;203:4; 205:6;207:22;209:11; 210:21;213:23;214:4; 216:11;219:4
mentors (1) 213:4	minds (1) 42:23	modifications (1) 94:13	mountain (1) 198:15	names (2) 6:2;213:21
merchants (2) 198:13,17	mine (2) 23:6;123:17	modified (1) 137:18	move (19) 15:20;17:19;18:3,25; 19:6;21:1,4,24;57:12; 86:18;122:21;172:2,6; 193:19;218:3;219:2; 232:11;233:2;239:14	name's (1) 25:10
merits (1) 217:17	minimal (1) 179:2	modify (3) 8:8,17;246:9	moved (7) 45:7;117:20;122:20; 208:4;214:7;215:13; 223:25	naming (1) 144:23
Metro (1) 195:25	minimizing (2) 64:7;235:18	moment (16) 6:12;12:1,15;22:12, 18;24:5,8;26:14;53:2; 173:6;176:24;204:15; 212:2;220:18;221:12, 13	moves (1) 6:7	Nancy (3) 23:14,20;24:3
Metropolitan (1) 50:15	ministry (1) 58:5	moments (1) 29:6	movie (1) 68:3	narrow (2) 10:14;14:10
mic (6) 52:23;106:10; 135:21;223:15;225:24; 233:10	minor (3) 69:23;81:3;132:10	money (1) 212:20	moving (4) 79:22;173:5;176:20; 177:6	narrower (1) 10:2
Michael (1) 158:8	minority (1) 229:7	Monona (1) 187:13	Mt (1) 47:12	nat (1) 154:23
Michalski (1) 194:12	minute (8) 49:8;52:20;62:12,21; 68:9;70:14;191:23; 210:8	Monroe (15) 18:13;21:18;27:21; 28:25;81:1;179:16; 188:23;196:2;197:3; 198:13,14;217:11; 218:7,13;240:21	much (19) 19:14,23;28:11; 46:11;55:19;113:15; 127:15;149:6;150:24; 183:16;184:4;201:25; 205:25;209:24;210:13; 223:2;227:8,9;241:18	natatorium (7) 38:5,6;67:18;101:12; 141:1,5,9
Michelle (2) 187:11;192:24	minutes (48) 5:16;11:5,9,13,14,15, 25;12:8,12;13:4,21; 17:3,5,12;20:10,19; 22:1,24;25:25,3,6,6; 26:24;32:9;42:17; 49:10,16;57:22,23,25; 60:13,19;172:10; 173:3,4;174:6,8; 176:17;181:10;200:17; 202:4,25;219:10; 222:23;223:5,19,21,21; 242:15	months (7) 120:21;130:6;178:2; 182:9;186:6;195:14; 210:2	Municipalities (2) 53:7;206:23	Nathan (4) 25:18;88:15;132:22; 141:14
micromanaging (2) 101:5;231:14	misguided (1) 190:25	Moorland (1) 216:15	multiple (2) 26:3;30:6	national (5) 26:15;125:15,23; 231:8,11
microphone (2) 173:16,18	misinterpretation (1) 215:12	more (47) 13:16;27:23;35:18; 42:1,25;46:11;48:16; 51:9,22;52:12,17; 60:11;61:13;94:15; 108:19;110:16;111:17; 118:22;124:3,17,19; 126:7,9;143:23;144:3, 12;157:16;159:12,13, 14;163:20;166:18; 171:19;178:9;179:9; 180:17;190:5;201:23; 204:23;205:3,3; 212:22;216:5;222:1; 233:4;240:25;245:23	multiplier (3) 199:1,1,2	naturally (1) 99:10
microphones (2) 5:22;53:4	misinterpreting (1) 86:23	Morning (6) 14:16;45:15;47:8; 55:18;194:2;196:1	music (1) 39:25	nature (1) 179:9
mid-2000s (1) 45:7	missed (3) 95:23;183:1,2	Mosque (1) 229:9	musicals (1) 60:5	Nay (3) 17:25;246:24,25
mid-'80s (1) 206:3	missing (3) 73:10;102:7;118:13	Mosques (1) 53:20	must (5) 10:13;36:24;39:3; 72:11;149:23	Ndahayo (3) 202:13;203:3,4
middle (6) 26:9;41:18;131:5; 188:7;194:1;218:10	mission (21) 27:25;35:9,21,22; 44:7;51:21;54:12;65:9; 87:5,6,6,13;227:9,12, 14;230:6,8;232:6; 233:12,25;239:9	most (10) 16:18;20:14;55:9;	mutual (1) 160:12	Near (11) 39:4,4;53:4;141:19, 19,22,23;142:3,3; 191:14;194:18
Middleton (1) 215:6	misspoke (1) 94:11		myriad (1) 60:6	nearby (1) 196:6
midstream (1) 177:1	miswording (1) 217:20		myself (7) 5:7;188:1;193:4;	nearing (1) 202:4
might (13) 20:20;39:13;58:13; 76:7;119:17;129:6; 161:5;165:4;194:17; 195:24;200:13;213:25; 222:18	mitigation (4) 64:17;85:14;86:2; 235:22			nearly (3) 42:22;54:9;58:4
Mike (4) 42:15;78:14;177:21; 188:4				near-west (1) 28:16
Miles (1) 212:17				necessarily (9) 13:23;66:25;72:15; 74:7,22;107:14; 142:12;171:15;236:17
				necessary (3)

85:14;201:1;213:10 need (42) 22:22;24:8;48:14,15, 17,17;51:17,22;59:22; 64:11;67:22;69:20,21; 71:12,13;74:13;77:6; 79:4;86:15;92:4;93:17; 109:15;112:20;142:13; 148:11;151:3;152:18; 153:1;155:8;156:9; 188:13;193:13;194:8; 200:1;206:16;208:23; 216:2,3;228:16; 230:16;235:18;245:23 needed (4) 77:12;79:23;115:8; 155:11 needs (9) 62:7,9;90:16;92:1; 108:2;171:21;225:21, 22;228:9 negative (1) 216:9 negotiated (1) 182:25 negotiating (1) 182:16 negotiation (1) 186:7 negotiations (1) 181:21 neighbor (6) 134:19;197:25; 198:1;207:24;239:23; 240:1 Neighborhood (64) 28:14,14,15;42:19; 49:2;62:10;74:1;76:2; 79:8,9;83:18;115:14; 138:10;143:23;144:22; 146:25;156:4;160:19; 165:6;169:15,18; 174:3,9;175:9,13,16; 176:7;177:22;181:15, 21,23;182:14;184:5; 189:12;192:3;193:2,5, 17,19,20;195:16,19; 197:4,14,17;199:3,4; 205:8,9;208:1,4,6,7,14; 210:1;214:7,7;215:14; 216:1,5;217:1,2,3; 239:8 neighborhoods (18) 36:8;62:1,2,6;64:12, 14;83:23;85:22; 169:18;184:11;186:7, 9;217:14,15;225:22; 229:12;235:19;237:24 neighborhood's (1) 177:13 neighboring (1) 83:16 neighbors (20)	41:25;47:4;48:20; 53:19,22;79:24;80:5; 81:6;156:3;169:22; 174:15;179:1,10; 180:9;184:11;189:10, 12;201:25;202:1; 229:10 neighbors' (1) 174:20 neighbor's (3) 23:25,25;83:17 neither (1) 225:6 new (37) 29:17;31:2;73:24; 74:25;89:4,6;92:2; 97:4;113:23,25; 114:15,16,16,17; 115:22;122:3,6,7; 126:17,24;134:5; 146:8;147:9,9,16; 148:11,14;149:15; 150:7;168:7;175:14; 200:10;207:1;208:20; 213:13;226:3;237:4 newer (1) 129:8 newly (1) 210:18 newspaper (2) 68:22;182:5 next (28) 6:4,7;18:3,15;19:6; 25:16;41:12;60:23; 63:5;90:5;92:24;98:20; 103:1;111:22;113:6; 142:8;145:5;147:7; 160:15;169:25;171:11; 172:2;175:11;181:7; 211:1;243:8,21;247:2 nice (2) 164:18;200:6 nicer (1) 127:15 nickel (1) 120:25 Nicol (1) 202:13 Nielsen (1) 135:4 night (11) 18:2;116:8,9,11; 178:8;186:12;194:3; 200:21;203:4;218:10; 223:17 nights (1) 39:25 nighttime (3) 70:10;155:10,15 nine (2) 178:19;218:5 Nobody (8) 72:21,22;104:16;	115:1;193:24;202:1, 17;218:11 Nobody's (1) 226:13 nodding (1) 128:8 Noel (2) 25:17;202:20 noise (14) 76:10,12,25;77:3,5,8, 17,19;180:10;194:4; 197:10,12;215:24; 218:9 noises (1) 194:2 nomenclature (1) 64:23 nonbuilding (1) 95:16 nonconforming (5) 97:5,6;129:19,23,24 none (13) 19:4;24:10;53:4; 54:5;56:10;65:1;89:24; 93:9;134:22;172:2; 186:15;205:12;246:20 nongrammatical (1) 102:3 nonissue (1) 137:22 non-master (1) 107:13 nonprofit (1) 188:9 nonreligious (2) 27:13;149:22 nonwhite (1) 51:16 nor (2) 175:23;216:8 normal (3) 49:1,5;210:12 normally (2) 81:21;136:15 north (1) 67:5 northwest (1) 117:19 note (7) 30:5;56:6;103:20; 114:11;132:17;205:17; 221:19 noted (2) 185:24;231:10 notes (1) 33:2 nothing's (1) 33:18 notice (7) 16:2;26:8;141:8; 142:1;149:1;164:7; 207:11 noticed (4)	6:17;180:9;201:9; 211:13 notices (18) 7:20;10:5;21:21; 22:8;23:22;25:25;26:1, 21;27:4;40:17;106:19; 116:18;161:16;163:7; 166:14;228:10;231:9; 232:2 notify (1) 165:6 notion (1) 71:4 November (1) 157:6 nowhere (1) 171:22 null (1) 137:21 number (19) 21:4,17;103:8,10; 105:13,15;130:24,25; 131:2,7,11,12;133:7, 12;135:23;180:10; 205:21;215:23;239:5 numerous (2) 40:10,11 O oak (1) 103:11 Oaks (4) 74:4,8,23;165:22 object (1) 55:11 objection (13) 8:23;9:1;11:23; 15:23;18:20;55:13,14, 23;56:1,8,9;222:6; 232:14 objectionable (1) 174:15 objections (3) 21:25;232:18,21 objective (1) 155:12 obligation (5) 53:25;54:3;88:2; 163:21;230:4 obligations (2) 53:8;54:15 observation (1) 178:25 obtain (1) 34:11 obtained (1) 127:3 obtaining (1) 124:18 obvious (3) 144:5;183:6,8 obviously (11)	14:8;55:12;74:7; 82:14;90:11;94:13; 108:23;121:13;124:2; 207:2;221:24 occur (2) 77:16;78:23 occurred (9) 58:21;76:20,23;78:2, 11;119:15;120:9; 121:25;174:13 occurring (2) 75:23;132:2 odd (1) 200:15 O'Driscoll (1) 194:12 off (16) 5:21;41:3;58:17; 61:10;69:22;117:20; 122:20,21;139:23; 144:1;145:24;176:25; 181:23;182:3;186:9; 189:3 off-campus (1) 181:2 offer (2) 8:3;18:18 offered (1) 19:24 officer (4) 7:3,5;8:13;200:21 official (13) 7:20;21:21;22:8; 23:9,15,22;69:9; 106:18;116:18;157:19; 166:14;179:25;215:16 officially (1) 29:14 officials (2) 210:5,6 official (1) 197:11 offsite (1) 122:21 often (3) 59:19;95:12;226:3 oftentimes (2) 215:7;229:6 old (3) 58:22;72:7;211:3 older (3) 32:15;43:4;58:16 oldest (2) 29:11;50:3 omitted (1) 176:10 once (6) 11:3;45:14;88:1; 104:21;124:3;156:17 one (133) 10:25;11:18;13:11, 20,23;14:6;16:18;18:4, 11;19:4,8;22:5,11,14;
--	---	---	---	---

28:24;29:23;30:9;32:2; 36:18;40:12;42:9,14; 43:2;47:7;48:23;55:15; 56:25;57:6;58:19; 61:11,12;62:3;72:7; 73:3,6;82:5,5,13;83:1, 15,24;85:2;88:11; 89:17;90:12,21;92:25; 93:3;94:2,4;99:16; 100:1;105:13;109:7; 112:20;114:14;118:3; 120:8;125:18,20; 130:5;131:5;132:10; 135:21;136:4,21; 137:15;138:15;146:2, 4;149:6;157:12,20; 159:13,14;160:4; 163:20;165:13;166:23, 25;167:19;172:20; 178:9;179:20;180:17, 21;182:10,17,18;183:6, 8;188:12;191:20; 197:24;198:12;205:15; 208:24;209:17;211:11; 214:3,12,12;216:17; 217:2,22,25;218:6,24, 25;220:10,13,19;221:3, 5,15,16;222:4,9,13,15, 16,19;224:19;226:23; 227:1,5;229:19; 230:20,24;231:9; 236:6;241:17;242:16	97:1 onto (2) 43:22;61:17 onus (1) 190:11 open (118) 6:18;14:14;32:5,16; 33:3,4,5,9;34:13;35:7, 12;37:18;47:1,7;50:11; 54:23;62:17,17,23,24; 63:2,6;65:10,12,13,22, 22;66:3,6,6,11;67:2,3, 5,10,10,15,17,19; 68:12;71:10,11,19; 73:6,8,9,13,18,25; 74:12,24;75:6;85:25; 86:11;87:19;95:10,15; 98:3,3,6,6;100:6;101:7, 25;102:18,22;105:11; 107:10,20,21,23,23; 108:6;114:4;135:18; 136:4;138:2,6,15; 139:8,10,12;140:14; 143:9;145:9,14; 150:21;153:10,13,13; 163:13,18;164:2; 165:21,23;167:17; 169:16;170:19,20,25; 171:9,10;172:21; 185:7,8,10,11,21,22; 198:19;207:15,17; 224:17;242:5;243:6; 245:4,10,12 opened (2) 29:14;150:20 opening (1) 20:24 openly (3) 148:8,9;149:1 openness (1) 147:1 operable (1) 53:11 operates (1) 129:1 operating (1) 9:7 operation (3) 82:19;98:1;128:25 operations (1) 112:19 operative (1) 74:10 opinion (2) 197:14;199:22 opinions (1) 215:3 opponents (2) 46:19;104:19 opportunities (3) 60:3,7;244:10 opportunity (25) 9:20;11:24;15:24;	42:8;45:25;46:20; 123:15,24;124:2,16; 142:14,15;170:21; 184:4,16;189:20; 201:21;203:17;204:8, 23;216:4;218:18; 223:20;237:11;238:21 opposed (11) 9:13;15:4;17:25; 57:18;151:17;172:18; 177:23;195:11;208:7; 224:6;246:24 opposes (1) 195:4 opposing (2) 227:3;231:22 opposite (1) 88:23 opposition (5) 8:23;215:21;220:21; 221:22;222:16 option (9) 50:11;51:2,18,18,23; 52:4,17;112:18;183:24 order (17) 5:1;6:4;7:9;8:9,10, 18;18:22;24:5;27:22; 56:23;63:18;86:12,13; 107:25;127:24;228:10; 246:9 Ordinance (70) 5:10;6:24;7:6;8:4, 15;9:22;21:16;32:3; 35:11;37:13;52:25; 53:11;54:1;62:12,13, 15,20;63:21;65:5; 71:12,22,25;73:2,16, 23,23;84:13,14;85:13; 86:6;87:3;88:19;90:6, 7;91:21;97:18;98:12; 106:25;107:13;110:14; 111:19,20;116:14; 133:1;146:21,23; 152:4,7,8,21;153:22; 155:22;184:20,20,21, 22,24;185:2,3,8; 186:19;209:19;224:14; 228:22;229:3;233:22; 235:25;238:7;246:5,6 ordinances (9) 14:11;26:3;27:6; 34:15;54:14;82:19; 84:3;154:2;206:12 Oregon (1) 47:12 organization (1) 59:20 organizations (2) 82:20;188:9 organize (1) 173:7 original (3) 148:23,23;156:19	originally (1) 191:23 Orosz (4) 187:11;190:4,4; 226:10 Oscar (2) 218:9,13 Ostlind (50) 5:4;14:24;15:10; 17:19;20:2;21:8;24:19; 55:3;56:15,18;57:12; 86:20;87:2,14,21;88:9; 95:1,8,23;96:5,10,19; 97:25;98:22;99:15,24; 100:8;112:12;113:19; 115:3,19,24;150:4,23; 151:12,23;159:11,15, 21,25;172:6,9;224:1; 233:9;241:17;242:10; 243:12;245:11,15; 246:11 others (4) 41:2;129:12;161:1, 10 ought (1) 8:11 ours (2) 50:13;123:17 ourselves (5) 189:11,12;195:5; 219:16;242:3 out (111) 5:24;9:3;10:9;11:2; 22:21,25;23:4,6;31:13, 20;34:7;38:15;40:2,2; 41:25;44:16;45:14; 47:10;48:10;52:23; 59:4;61:8,13,17;63:20, 23;66:22;72:1;79:24; 80:14;81:8;83:13;84:1; 85:1;86:2;97:17;98:25; 99:3,21;101:24;102:2, 11;109:23;115:15; 116:5;118:3;126:4,6; 128:12;130:14,16; 131:20;132:22;134:15, 18;137:2,8,14;141:14; 143:12,22;144:10; 145:23;146:12;156:6, 14,25;157:6;161:3; 162:1;168:17;169:21; 170:15;171:12;173:19, 20;181:14;182:23; 183:2,4,7,8;185:5; 187:2;191:24;193:24; 196:9,17;198:22; 200:24;205:18;208:13; 212:23;213:22;214:1, 3;218:1,25;220:14; 221:21;224:20,23; 225:5,14;227:23,24,25; 229:22;241:11,11; 243:19	outcome (1) 5:13 outcomes (1) 50:18 outcry (1) 104:18 outdoor (8) 34:23;35:5;39:19; 63:9;65:7;69:1;70:6; 100:1 outline (1) 244:1 outlying (2) 28:18,18 outset (1) 224:10 outside (4) 109:7;127:18,21; 186:13 over (36) 20:1;27:22;28:17; 35:2;40:13;47:5;52:24; 59:13;92:24;95:9,14; 121:5;127:25;147:6; 175:11;181:16;184:13; 186:23,24,24,24; 189:23,25;193:11,22; 195:13;198:4;200:16; 205:16;207:25;217:7, 21;218:5;225:24; 243:18;245:8 overcome (1) 217:5 overhead (1) 162:24 overjoyed (1) 201:11 overlying (1) 238:7 oversight (3) 47:22;163:5;235:8 own (17) 11:21;18:22;28:25; 30:12;31:8,9;46:1,10; 54:14;71:7;87:12; 178:25;181:6;204:20; 205:16;209:12;216:22 owned (4) 33:6;67:11;102:23; 135:24 owner (2) 168:11;169:15
P				
package (1) 160:14 packet (3) 63:20;71:23;213:25 page (21) 29:4;30:16;32:24; 38:6,18;66:21,22;67:1; 70:4,4;72:5,6;101:25;				

102:19;103:1;143:3; 185:24;244:4,6,13; 245:14 pages (6) 18:12;37:10,10; 81:18;102:19;164:21 paid (1) 194:19 Palzkill (3) 187:20,23,24 papers (1) 213:25 paperwork (1) 24:5 paragraph (9) 91:3,5,6;94:8; 135:16;136:1;244:7,8, 8 paramount (2) 53:16;229:16 parcel (1) 186:21 parens (1) 137:7 parent (1) 49:20 parentheses (1) 137:19 parents (5) 41:24;46:3;51:17; 219:6;232:4 parent's (1) 220:6 Park (2) 200:18;243:6 parking (8) 18:14;30:4;81:1; 105:25;115:12;147:11; 156:21;201:1 parks (2) 136:12;215:7 Parman (1) 217:11 parochial (6) 45:1;121:3;125:18; 154:7,8;158:25 parsed (2) 226:9,11 parsing (1) 144:10 part (46) 11:7;12:2;18:4; 47:19;51:6;71:2;76:2, 13;77:6,22;94:6;95:12; 98:7,10;104:20; 112:13;116:15;127:1; 128:7,22;132:7;133:2, 2;145:19;160:24; 163:21;189:7;194:4; 200:3;203:20;204:17; 212:25;220:22;222:22; 224:25;225:2,10; 227:8;230:22;231:1;	232:12;233:25;235:24; 236:10;239:25;240:15 partially (1) 72:18 participate (4) 5:11,14;61:8;189:24 participated (2) 176:4;212:16 participating (2) 18:21;201:20 participation (3) 60:4;224:11;241:21 particular (16) 15:15;26:14;36:23; 82:11;88:4;95:1,17; 97:20;107:19;164:14; 170:25;181:13;215:21; 237:16;244:3;245:4 particularly (1) 73:18 particulars (1) 188:13 parties (35) 6:13,16,21;7:13,19, 25;8:2,6;9:15,25; 10:21;11:2,19,22,24; 12:5,17,22;14:13,19; 15:22;16:12,21;17:8; 19:16;20:4;21:22;22:9; 24:7;55:10;86:19; 159:23;184:9;186:13; 234:17 parties' (1) 14:6 partly (3) 8:8,17;246:9 partner (1) 158:5 partnership (3) 28:6;45:22;230:15 parts (1) 161:7 party (11) 8:22;10:1,6,13;12:7; 13:14;15:12;16:5,20; 55:6;232:14 pass (7) 22:21,24;33:9; 135:22;220:17;221:5; 225:24 passed (2) 63:20;235:21 passes (2) 57:19;172:18 passions (1) 59:23 past (6) 104:15;158:24; 180:15;198:7;217:13; 231:13 Patric (1) 187:16 Patricia (1)	187:16 pause (2) 143:21;176:23 pay (1) 142:7 PE (1) 137:20 peer (1) 52:15 penalized (2) 52:6;106:15 people (68) 10:8;13:13;14:9; 15:1,4,24;21:10;39:12, 19;42:24;43:9;46:13; 47:1;48:10,11;59:22; 61:8,15;76:6,16;77:10; 78:15;81:7;107:1; 110:22;118:4;127:23; 130:13,14;135:19; 136:10,15;138:9; 161:6;173:6;174:6; 188:4,16;189:16,19; 190:7,22;191:3; 192:10;193:6,14,21; 194:3;196:12;198:24; 199:3,5;203:23; 204:23;205:1,21; 210:1;216:5;217:2; 218:12;221:21;228:7, 14;230:10;233:24; 239:5;240:7;241:21 per (1) 178:8 percent (4) 68:2,3;143:24; 191:11 perfect (5) 115:9;144:18;200:9; 217:22;237:5 perfectly (2) 104:16;209:4 performance (1) 50:18 perhaps (4) 19:19;136:2;235:7; 245:2 period (15) 23:24;49:12;85:20; 107:8;117:9,17; 121:25;131:21;145:17; 176:19;177:5;182:25; 184:3;223:1;243:22 permeable (1) 114:18 permissive (1) 184:21 permit (15) 8:14;56:25;69:17,21; 114:23,23;125:8; 128:24;129:5;134:25; 139:1,2;151:3;155:10; 209:15	permits (3) 80:23;145:20;184:22 permitted (17) 64:24;66:7;90:15; 91:4,5,8,13;93:10; 97:5;98:4;129:20; 152:1,12,19;185:1,12, 22 person (17) 7:2;35:23;40:25; 87:7;159:19;173:10; 203:10,18,19;204:11; 210:12;212:9;213:1; 218:24;220:10;229:8; 230:12 personal (5) 28:3;30:12;48:9; 51:21;216:24 personally (2) 13:19;217:5 Persons (3) 27:8;81:19;82:4 perspective (10) 61:21;73:20;106:2; 108:9;118:19,20; 129:3;164:12;197:9; 234:22 perspectives (1) 128:16 Peter (2) 5:4;17:22 Peter's (1) 15:23 petition (2) 17:1;19:6 ph (2) 78:4;180:3 Phelan (5) 55:16;56:17;57:23; 58:2;60:14 philanthropic (1) 59:18 phone (2) 5:21;195:25 photos (2) 43:1,4 phrase (3) 46:16;95:17;144:13 phy-ed (12) 37:22;109:14;110:5, 20;132:24,25;133:10; 142:22;148:12;161:15; 164:23;165:1 physical (15) 33:7;67:13;70:6; 71:17;102:4;107:24; 127:13;133:23;134:9; 139:13;156:9;157:13; 174:18;208:19;236:21 physically (1) 124:21 physician (1) 137:17	pick (1) 157:20 picked (1) 117:12 picture (2) 30:14;58:15 pictures (3) 48:17;130:18;228:14 piece (2) 116:16;119:10 piecemeal (1) 183:14 placard (1) 29:16 placards (5) 24:18,20,22;29:3; 217:18 place (27) 16:24;28:7;36:23; 94:2;107:22,23;109:7; 111:1,6;117:21;141:2; 151:6;164:18;165:24; 180:7;184:17;193:21; 212:3,6,8;215:10; 217:11;229:4;231:13; 239:7;241:22;243:4 placed (1) 104:24 places (5) 28:24;39:19;144:22; 199:24;244:19 plain (1) 94:6 plainly (3) 62:25;71:13;86:12 plaintiff (1) 104:19 plan (410) 30:23;32:4,6,17,19, 21,22;33:2,5,8,10,14; 34:1,5,11;36:14,16,20, 20,25;37:3,7,9,11,16, 24;38:5,15,16,18;39:2, 18,22;40:11;47:18; 48:3;62:1,7,18;63:1,3, 4,13,17,18;65:17,18, 25;66:5,8,11,18,20,23, 23;67:8,19,23;68:11, 15,16;69:7,11,12,13, 15,24;70:2,13,15,18; 71:1,2,4,14,16;72:10, 11;73:4,7,14,16;74:2,5, 13;75:1,12;76:3;77:22; 78:5,11,17,19;79:3,19; 80:3,7,12,13,18,20,25; 81:9,12;83:19;84:6,8, 11,20;85:19;86:1,10, 14,15;87:25;88:1,7,17; 90:2,4,5,14,16,21;92:2, 4,9,13,16,20,21;93:2, 13,14,16,20,23,24; 94:2,9,17;95:18;98:2,5, 7,8,9,11,12,15,25;99:4,
--	---	---	--	--

5,14,22,25;101:8,24; 102:15;103:20,24; 104:10,11,22;106:13, 17,23;107:1,3,7,13,15, 15,18;108:2,6;109:1,4, 8,10,24;110:12;111:3, 7,8,13,15,19;112:4,13, 15,17,20,22;113:1,4, 11,18;114:2,9,12,13, 14,25;115:2,4,8,12,17, 20;116:3,6,9,12,23,24; 118:18;119:6,16; 120:7,7,10;121:11,16, 17;122:10;123:1,11; 126:14,22;127:8,18,19, 21;132:4,16,20;133:2, 3,5,16;134:3,24;137:6, 14;138:2,13;139:21; 140:1,5,24;141:1,5,22; 142:10,16,25;144:2,12, 13,20;146:4,12,16,18, 19;148:9,24;150:20; 153:9,12,18,21;155:3, 5,8,9,15,21,23,24; 156:13,16,20;157:8; 159:8;160:8,19;161:2, 20,23,23;162:11,12,18; 163:12,16,17,22;164:9, 21,25;166:1,4,12; 167:5,16,17;168:6,7; 169:7,10,11,19;170:8, 23;171:6;174:10,11,13, 20;175:3,22;176:2,5, 11,19;177:6,25; 178:12;181:14,22,25, 25;182:1,18,22;183:10, 25;184:1,8,17;185:4, 12,15,17,20,23;186:1, 2,9,25,25;194:25; 195:10;207:16;208:12, 16,20;209:5,8,210:2,6, 14;217:20;224:16,16, 25;225:8,9,17,20; 227:19,23,25;228:18; 230:3,25;231:13; 234:11,14,21;235:4,7, 12,15;236:6,11;237:1, 17,21;238:1,3,12,14, 19,22;239:4,13,19; 241:11;242:16,18,25; 243:18,19;244:1,2,6,21	92:11;98:17,21; 115:14;116:22;127:22; 156:18,20;162:5; 165:3,17;169:12; 170:15;175:14;185:9; 208:21;217:22,24; 226:8,14;237:2,7 plan's (1) 127:9 platform (1) 203:17 play (62) 26:22;31:16;34:6; 35:15,18;38:20;41:12, 22;42:5,8,10,24;45:8; 46:21;50:25;61:20; 69:18,21;86:12;89:22; 92:14;99:4,13,19; 100:17,22;103:15; 104:4,17;105:24,25; 108:24;115:11;116:5; 117:21;120:16,17,19; 130:6;141:12;148:6; 149:20;165:9;189:18; 198:8,9;199:9;200:8; 202:7;204:10;205:13, 14,16;206:7;209:6; 211:5,23;214:13,16; 216:18,22;218:6 played (51) 26:9;28:22;30:8,17; 39:13;41:22;44:19,22; 45:13;61:14;63:10; 69:5;115:25;117:4,6, 14,19;118:25,25;119:1, 2,3,7;120:17;122:23; 130:6,17;131:20; 140:16;141:13;148:5; 179:8,15,19,24;180:2, 24;181:2;193:10; 197:19;199:10,12; 200:16;203:6;205:10, 11;206:4;210:24; 216:17;217:17;218:16 player (4) 40:15,15,21;219:6 players (2) 43:3;204:14 playing (37) 27:2;30:18;31:7,17; 41:14;42:12,20;43:10, 12;44:13,17;45:18; 96:2;111:16;114:7; 124:4;126:9;138:7; 141:16;142:2,18; 148:7,9,20,21,22; 149:1;177:23;194:7, 24;197:22;200:2,11; 208:9,25;220:1;241:3 playoff (1) 216:23 plays (1) 211:2	Pleasant (1) 50:7 please (8) 5:20,22;23:7;48:20; 145:15;177:4;187:21; 195:7 plenty (1) 82:23 Plus (1) 230:17 pm (1) 247:4 point (46) 10:25;18:22;19:14; 20:16;44:10;49:11; 63:23;69:2;71:8;72:1; 83:15,25;84:1;99:7; 100:13;104:8,22; 106:3;111:25;115:20; 118:13;122:15;125:7; 134:14,17;135:15; 136:6;138:1,5;148:13, 17;149:4,24,25;151:6; 154:11;160:4;164:19, 20;165:2;171:6,7,12; 197:19;210:3;214:2 pointed (7) 83:13;132:22; 141:14;143:12,14,18; 208:13 pointing (2) 98:25;99:3 points (1) 229:1 police (7) 42:17;48:15;76:22, 23,25;200:21;211:14 policemen (1) 228:13 policy (1) 96:25 pondering (1) 238:10 pool (1) 200:24 poor (1) 31:13 poorly (1) 97:18 popular (1) 229:11 population (1) 76:7 Portage (1) 195:22 portion (12) 14:20;17:3;19:1; 20:24;36:23;56:2,3; 86:18;162:16;163:9; 222:25;242:2 Portland (1) 28:15 position (18)	31:15,16;34:16;36:3; 77:25;84:9;88:3,19; 90:20;105:17;129:10; 155:7,7;160:6;177:13; 207:8;221:4;222:5 positions (1) 241:13 positive (3) 81:5;207:25;213:6 possession (1) 168:23 possibility (1) 183:7 possible (4) 18:6;68:25;158:10; 235:9 possibly (2) 34:13;101:11 post (1) 65:15 post-2014 (1) 126:19 posting (1) 59:7 post-season (1) 41:22 potential (8) 36:22;75:20,24; 76:15;172:22;182:15; 186:20;240:20 potentially (5) 18:4;57:4;65:4; 140:21,22 powderpuff (4) 45:15;118:23; 131:16;231:23 power (1) 142:25 powers (1) 8:12 practical (2) 13:3;16:16 practice (44) 19:12;33:17;37:21; 38:19,19;67:4,6;68:20, 24;100:20;103:25; 104:6;110:5,21,25; 132:24,25;133:11,11; 141:11,17;142:22; 153:13;161:15;163:14; 164:10,15,22;165:1; 176:18;177:14,20; 179:9;180:8;182:7,8; 196:17;201:3;208:5,8, 17,18;209:7;215:8 practices (45) 33:7;39:10;47:10; 63:7;65:15;67:12;69:1, 8,12;70:8,9,19;75:7; 100:21;102:4;107:24; 109:14;110:23,24; 121:2;127:14;132:11; 134:9;135:25;137:16,	20;138:3;139:14; 147:19;157:13,21; 159:1;161:24;164:5,6; 167:12,18;171:16,18, 19,20;174:18;195:11; 230:23;236:21 practicing (2) 48:18;148:12 praedicare (1) 60:16 praise (1) 60:17 pray (2) 219:18;231:1 prayer (2) 41:18;230:24 praying (3) 213:4;231:3,7 preach (1) 60:18 precedent (3) 226:4,5,7 precedent-setting (1) 230:2 precise (1) 222:5 precursor (1) 59:6 predicament (1) 241:12 prediction (1) 152:13 pre-existing (1) 109:21 prefer (1) 29:4 preferential (1) 150:2 prejudice (1) 234:7 preliminary (2) 5:24;6:13 preparation (3) 36:7;64:13;76:2 prepare (3) 78:10;79:4;237:17 prepared (5) 55:20,20;134:3; 147:3;169:20 preponderance (1) 191:12 presence (1) 28:10 Present (10) 5:3,20;6:10;11:5,9, 24;15:13;44:14,18; 222:14 presentation (9) 11:7,14;15:19;20:4, 10;22:19;23:3;178:4; 188:15 presentations (1) 14:6
--	--	--	---	---

<p>presented (9) 11:3;16:12;21:25; 22:23;24:13;131:24; 147:21;189:1;233:16</p> <p>presenting (1) 24:7</p> <p>presently (1) 124:25</p> <p>presents (2) 8:5;55:2</p> <p>preserving (1) 169:8</p> <p>president (6) 42:15;158:7;174:2; 177:17;187:24;201:19</p> <p>press (1) 178:5</p> <p>pretty (9) 48:21;62:20;83:14; 104:4;122:9;169:23; 197:8;200:13;244:18</p> <p>prevent (2) 42:19;43:9</p> <p>preventing (1) 31:17</p> <p>previous (5) 71:21;72:22;172:20; 180:18;214:17</p> <p>previously (3) 21:23;190:6;241:5</p> <p>pride (5) 41:16;42:11;43:17; 21;204:20</p> <p>primarily (4) 35:18;68:20;72:17; 79:12</p> <p>primary (15) 28:24;34:21;35:9; 36:1,1;45:20;64:20; 65:9;87:15;88:21; 89:15;17;91:17;101:1; 157:13</p> <p>principal (7) 56:21;58:9;64:25; 72:9,12;184:23;187:24</p> <p>printed (3) 30:16;32:20;220:13</p> <p>printouts (1) 24:12</p> <p>prior (10) 45:11;89:6;98:18; 116:2;125:24;157:5,6; 179:9;185:17;222:12</p> <p>prison (1) 186:18</p> <p>prisoners (1) 212:5</p> <p>private (8) 43:15;75:14;154:6; 182:13,15;189:17,18; 193:14</p> <p>privilege (1) 53:7</p>	<p>probably (6) 18:23;60:23;126:7; 198:9;210:9;220:3</p> <p>probing (1) 190:20</p> <p>problem (7) 53:23;92:21;93:19; 101:13;196:19;205:22; 242:23</p> <p>problems (2) 215:10;243:13</p> <p>procedural (1) 19:8</p> <p>procedure (15) 5:17;6:9;9:4,11; 10:21;14:25;15:18; 16:1,21;19:14;56:12, 13,25;223:23;232:15</p> <p>procedures (5) 9:7,9,16;10:17;82:7</p> <p>proceed (9) 12:13;24:11;56:12; 80:16;111:23;184:2, 10;225:17;244:13</p> <p>proceeding (5) 8:24;18:21;19:10; 53:3;57:5</p> <p>proceedings (7) 5:15,18,23;6:1; 14:20;19:1;86:18</p> <p>process (130) 9:11,23,24;13:13; 16:20;20:15;55:4,10; 61:9,22;77:22;78:16; 80:21;82:9;85:11,15, 16,17;86:6;92:17,25; 93:4,11,16,18;94:14, 19;97:12;106:14,19; 107:2;108:8,12;109:2; 112:6,10,16,18,21,23; 113:4,5,9,10,13,14,15, 16;114:21;115:19; 116:6;126:12;127:17, 17,21;128:5,15,20; 129:3;135:3;143:22; 144:3;146:20;147:13; 148:9;155:25;156:2, 13,25;160:16;161:2; 163:22;169:7,19,24; 176:5,20;177:7; 182:16;183:9,11,13; 184:3,5,7;186:5;187:1; 188:5;195:13;208:16, 20,22;209:3,5,24; 210:1,4,4,10,16,17,17, 19;214:1;221:19; 222:23;223:10;225:7, 8,12;229:5,6;232:15, 24;233:5;235:15; 236:3;237:3,4,6,12; 238:11,13,19,24,25; 239:13,18;240:6,11</p> <p>processes (2)</p>	<p>95:4;128:2</p> <p>product (1) 237:22</p> <p>productive (1) 218:19</p> <p>professional (3) 59:15;206:9,22</p> <p>program (3) 199:15;203:10; 214:20</p> <p>programming (1) 188:10</p> <p>programs (5) 50:17;51:5;119:25, 25;203:9</p> <p>prohibit (2) 27:14;229:24</p> <p>prohibited (2) 185:2;231:3</p> <p>prohibitive (1) 224:14</p> <p>project (5) 113:5;158:5;163:6; 184:7;217:12</p> <p>projects (10) 80:18;84:12;85:20; 92:24;93:5,6,8;208:13; 212:16;217:10</p> <p>prolong (1) 214:4</p> <p>promote (1) 64:6</p> <p>prompt (1) 172:9</p> <p>pronounce (1) 213:21</p> <p>proof (6) 190:9,10;191:7,12, 21;229:19</p> <p>proper (2) 56:10;84:1</p> <p>properly (4) 6:17;140:11;233:21; 238:6</p> <p>properties (4) 96:7;97:7;162:8; 167:23</p> <p>property (23) 21:17;26:7;35:4; 36:24;37:8,12;53:21; 80:2;86:25;87:23; 134:3;147:5,6;161:5; 167:25;168:11,12; 169:15;170:1;178:17; 198:15;209:12,17</p> <p>proponents (1) 49:24</p> <p>proposal (7) 75:14;152:15; 176:10;197:21;202:2; 236:10;244:21</p> <p>proposals (1) 85:21</p>	<p>propose (4) 65:11;107:9;159:21; 242:25</p> <p>proposed (45) 20:23;32:5;34:8; 36:10;37:3;62:16,22; 63:2;64:16;65:21;66:5; 70:22;73:8;85:25;98:2; 104:18;114:5;132:23; 133:5,9;134:5,5,6; 143:9,19;147:10; 153:7,9,11,12,25; 154:5;155:18;163:18; 171:3,4;174:11; 184:10;185:6,10,21; 201:10,19;245:4,9</p> <p>proposing (4) 13:7;14:3;15:23; 32:10</p> <p>prospect (1) 223:5</p> <p>prosper (1) 212:24</p> <p>protect (5) 53:16;62:9;64:11; 190:22;235:18</p> <p>protecting (1) 83:22</p> <p>proud (3) 28:9;59:12;158:4</p> <p>prove (1) 191:9</p> <p>provide (13) 9:19;18:10,18;46:11; 48:13;54:3;68:24; 112:14;160:12;166:21; 199:22;233:12;237:20</p> <p>provided (13) 22:4;32:23;37:25,25; 48:9;66:19;71:23; 158:24;179:12;208:16; 222:16;226:25;227:1</p> <p>provides (9) 7:6;8:6,15;45:24; 46:17;52:24;74:2; 160:15,18</p> <p>providing (3) 33:17;136:6;142:12</p> <p>provision (2) 32:3;231:16</p> <p>provisions (4) 6:25;38:23,25;40:11</p> <p>proximity (1) 76:17</p> <p>public (69) 9:14,19,19,21;10:7, 11,16;11:19,21,25; 12:4,6,15,21;13:9,12; 14:5,14,20,25;15:24; 16:4,8,23;17:7;19:1,3, 5,23;22:10,14,16; 23:23,24;43:15;44:25; 46:24;49:25;51:13;</p>	<p>54:5;55:21;56:2,5,12; 61:3;64:10;84:7,16; 88:11;145:10,11,16; 147:1;157:19;173:5; 174:23;175:7;182:12, 14;192:1;193:13; 210:1,4,16;214:11; 220:19,23;222:24; 224:11</p> <p>publicized (1) 51:14</p> <p>publicly (2) 68:19;69:24</p> <p>pudding (1) 229:19</p> <p>pull (1) 188:13</p> <p>pulled (1) 187:2</p> <p>pulling (1) 156:25</p> <p>pure (1) 106:2</p> <p>purpose (29) 8:1;12:25;36:5,11, 12;37:15;44:4;48:1; 64:1;73:23;74:20; 85:15,17;87:4,4; 100:15;101:16;107:6, 14;146:3,15;147:15; 152:14;155:12;160:8; 199:8;231:25;235:11; 238:13</p> <p>purposes (11) 35:13;37:20;84:21; 87:20;88:5,8;130:24; 160:9,10;177:14; 220:19</p> <p>pursue (2) 41:6;123:24</p> <p>pursued (3) 41:7;155:14;208:15</p> <p>pursuing (1) 124:17</p> <p>pushback (1) 146:15</p> <p>pushing (1) 157:19</p> <p>put (39) 13:23;18:23;24:16; 32:20;47:25;68:17,18, 19,21;88:1;90:16; 93:22;97:20;104:7; 116:12;120:25;122:6, 7;123:24,25;142:14, 15;150:16,16;151:9; 156:1;161:13;162:25, 25;164:22,22;165:21; 190:7;214:14;218:12; 221:3;229:4,9;241:23</p> <p>putting (3) 41:17;161:1;162:24</p>
---	---	--	--	---

	34:9;121:12;183:12; 223:7	reasonably (1) 85:12	198:18	206:21
Q	rationale (2) 112:13;236:13	reasoning (2) 33:16;222:4	recreate (1) 45:25	regret (1) 216:17
qualifiers (1) 35:13	Ray (1) 222:13	reasons (5) 44:5;45:17;174:24; 186:14;188:12	recreation (14) 33:13;39:6;103:12; 133:16;135:18,20; 136:5,8,19;139:17; 140:18,23;141:23,24	regular (2) 84:14;126:9
quality (6) 47:6;195:16,23; 199:5;203:19;216:9	Raymond (1) 222:17	reassumed (1) 121:6	recreational (30) 32:18;33:15,20,22, 23,25;34:23;35:5; 37:20;38:7;63:9;65:8; 80:10;88:5;103:2; 130:12;131:17;132:19; 133:8,15;140:18,21; 141:6;142:14;147:20; 154:14,18;171:1; 228:19;231:18	regularly (2) 117:7;131:20
quantifiably (1) 70:11	reach (2) 41:10;165:2	reassurance (2) 176:21;177:8	recusals (3) 10:18;18:4,9	regulate (5) 72:16;98:17;100:16, 17;113:1
quantify (2) 12:25;171:23	reached (1) 122:14	rebuttal (13) 11:11,16;12:11;17:4, 5,11;19:25;25:1,4,6; 49:12;220:24;222:25	red (1) 100:12	regulated (1) 73:15
quantity (1) 167:13	read (14) 22:17;23:23;32:1; 81:25;90:25;102:21; 104:5;134:20;157:25; 166:16;187:9,13; 220:14;222:4	rec (3) 38:7;74:17;141:6	Redden (3) 180:3;181:4;200:18	regulates (3) 100:25;101:17;168:3
quarterback (5) 75:14;101:14;154:6; 231:22,23	reader (1) 244:4	recall (3) 120:12;129:9;220:9	redevelopment (2) 122:4;161:4	regulations (2) 27:15;52:7
quicker (1) 214:1	reading (5) 40:2;86:21;95:8; 158:11;195:14	recalling (1) 129:6	redo (1) 31:1	rehashing (1) 197:20
quickly (1) 38:2	readings (1) 213:5	receive (1) 22:10	reference (2) 73:5;130:23	reinforced (1) 177:15
quite (13) 18:6;62:14;99:7; 132:2;149:1;163:10; 197:7;200:18,24; 201:13;203:21;206:12; 222:2	reads (1) 105:7	received (4) 76:18;123:14,22; 131:10	referenced (4) 89:6;143:3;158:1; 159:6	Reinhart (2) 25:18;88:16
quorum (3) 8:16;172:22;246:8	ready (3) 24:11;42:14;233:7	receives (1) 182:6	references (1) 157:21	reiterate (1) 85:7
quote (8) 26:5;157:12,20; 158:8,11,20;174:17; 177:22	real (3) 146:15;206:10; 215:24	recent (3) 40:14,15;210:22	referencing (1) 94:20	rejected (1) 187:4
quotes (4) 157:15,22,24;158:1	reality (1) 124:3	recently (5) 178:10;206:24; 208:10;214:12;217:8	referred (4) 93:9;151:13;177:19; 222:19	related (6) 34:25;35:8,21;65:9; 71:17;74:19
quoting (1) 153:22	realize (1) 156:7	receptions (1) 39:23	referring (2) 100:6;151:20	relationship (2) 59:8;201:24
R	realized (1) 200:17	recess (5) 159:23;172:3,7; 173:1;221:12	reflect (2) 238:12,23	relatively (1) 208:20
	really (50) 10:2;13:17;31:14; 50:19;61:7,18;62:12; 68:23;102:2;110:22; 123:1;126:12;132:3; 133:20;136:24;139:9; 142:17;144:10;161:3, 7;163:8;165:5;193:1; 195:15;197:19;198:11, 16,16,23;199:22; 200:6;215:12,19; 224:12;234:25;235:6; 236:8;240:15,25; 241:7,10;242:22,25; 243:6,8,25;244:22; 245:3,5,8	reciprocated (1) 212:25	regard (2) 237:19;244:11	relatives (1) 41:24
raced (1) 42:23	reason (16) 30:9;36:21;48:5; 98:8;105:6,6;152:9; 154:19;169:9;170:4; 191:11,15;203:15; 229:4,9;236:14	recognize (5) 53:14;54:15;64:2; 226:22;228:16	Regarding (5) 47:17;123:12; 164:14;211:9;240:20	relevant (1) 21:17
races (1) 52:18		recognized (2) 118:2;229:13	regardless (4) 43:14;74:13;163:19; 174:24	reliable (1) 72:25
Rachel (2) 173:25;174:1		recognizes (1) 85:12	regards (8) 21:7,16;88:20;97:11; 105:20;114:18;156:3; 246:14	religious (33) 25:23;27:7,11,16; 31:21;52:11,21;53:15, 16,17,18,20;54:12; 60:6;81:15,19;82:3,16; 83:3,6,9;149:5,20,21; 227:9,12,14,16;229:15; 230:6;231:16;232:6; 234:16
racing (2) 219:10,19		recommendation (2) 81:4,5	Regent (1) 193:2	relocate (1) 192:8
raise (1) 216:1		reconcile (2) 94:8;106:25	Regina (1) 187:12	rely (5) 71:20;190:12; 208:23;219:14,15
raised (3) 174:18;212:20; 216:15		record (10) 22:3,17;23:9,15; 24:4;139:19;145:24; 220:23;221:4;234:18	regional (1) 180:20	relying (1) 207:17
ramping (1) 76:13		recorded (6) 5:23;6:2;30:6;53:3; 176:16;177:2	register (1)	remainder (2) 81:14;223:17
ran (1) 61:16		recording (2) 21:10;177:3		remained (1) 122:5
Randall (1) 215:23		record's (1) 24:15		remaining (1) 52:20
rant (1) 191:23		recovered (1)		remains (1) 45:6
rather (7) 22:9;23:25;24:21;	reasonable (5) 48:22;150:10;161:5; 186:16;191:2			

remediate (1) 243:2	176:7	respect (9) 12:20;67:16;72:3; 73:18,18;113:2; 208:22;229:2;231:20	review (10) 80:22;93:1;98:9; 112:15,18,21;113:7; 151:20;235:15;245:24	rituals (1) 60:6
remedy (1) 8:2	55:15;57:11;69:16; 210:8;232:3	respected (1) 208:10	reviewed (6) 126:20;128:11,12, 23;183:23;238:2	RLUIPA (5) 27:9,18;82:22;83:9; 84:21
remember (12) 41:24;42:14;43:2; 59:9,10;88:24;151:15, 23,24;156:13;218:4,7	requested (2) 78:24;80:24	respectfully (2) 190:18;232:3	reviewing (2) 241:9;242:16	roads (3) 162:9,10,12
remind (4) 172:20;227:6;229:3, 14	requesting (1) 52:1	respective (1) 50:1	revised (1) 183:17	Roby (2) 222:13,17
reminded (1) 176:7	require (13) 37:14;74:7,15,22; 77:18;80:12;92:10; 93:9,12;112:10; 155:22;163:7;166:4	respectively (1) 20:17	revitalization (1) 240:21	Rockford (1) 25:17
reminding (1) 199:11	required (16) 32:4;61:22;71:14; 73:7;96:16;115:16; 161:19;163:16;167:24; 168:11;170:7;184:6; 224:16,17;225:7;236:6	respond (6) 12:6;147:25;222:24; 223:6,20;224:12	Rewrite (2) 78:3;92:17	role (5) 12:25;58:20;190:18; 206:9;233:5
removal (1) 165:24	requirements (5) 7:10;8:9,11;37:13; 95:18;96:14,17	responded (2) 69:20;182:20	rezone (1) 112:6	roll (1) 6:3
removed (5) 72:14;104:21; 120:22,24;175:25	requirement (7) 8:18;71:16;139:25; 168:10;246:9	responding (1) 77:8	rezoned (5) 91:25;92:5,7;97:2; 105:3	roof (2) 94:25;150:25
removing (1) 54:10	requires (21) 19:13;27:10;34:11; 62:15,21;63:2,13; 69:24;73:12;86:7; 93:14;94:16,25;128:1; 133:2;138:12;139:21; 153:17,22;182:16,19	response (11) 12:4,9;17:9,10; 19:25;22:5;114:11; 158:2;169:3;219:2; 220:9	rezoning (1) 113:17	room (9) 32:13,15;39:13; 59:14;60:12;72:18; 159:20;181:19;205:17
rendering (1) 94:6	requiring (3) 34:4;54:4;163:17	responsibility (1) 28:3	right (83) 19:24;21:3;23:7,16; 24:24;28:25;29:3; 33:14;35:14,15,22; 45:11;53:15;54:10; 60:2;63:8;65:1;66:21; 81:13;82:16;86:24; 87:2,22,25;88:8,13,22; 89:19,22;90:23;92:15; 93:11;95:22;96:1,11, 20,23;97:8;99:19; 102:14;103:11;104:7; 108:1,21;112:9; 113:11;126:5;129:21; 132:10,17;137:3,13; 145:4,6,8;146:2; 151:16;153:10;156:24; 157:3;160:7,7;165:8; 184:10;186:17;197:2; 6;200:9;201:2;202:24; 216:21;218:1;219:23; 223:12;224:8;225:25; 235:25;238:10;239:17, 20;240:9;243:10; 245:13	round (1) 237:5
renovate (1) 139:2	rescind (4) 27:5;111:15;228:10; 232:2	rest (5) 12:2;86:16;193:5; 242:12,24	restricted (1) 235:6	route (1) 12:6
renovated (1) 29:23	rescinded (1) 54:18	restaurant (2) 198:20,20	restricting (1) 186:3	rudely (1) 206:10
renovation (2) 45:4;47:24	researching (1) 179:3	restrict (2) 107:4;143:6	restrictions (6) 70:23,25;71:6;84:20; 93:21;162:15	row (1) 26:16
renovations (2) 29:22;115:4	reservation (2) 13:10;14:4	restricted (1) 235:6	restrooms (1) 178:6	Rowley (1) 193:3
rental (1) 186:13	reserve (5) 24:25;25:3;49:15; 222:25;223:2	result (2) 96:23;175:25	resulted (1) 51:15	rugby (1) 39:11
repairs (1) 150:9	reserved (6) 11:12;12:11;17:6,12; 25:5;56:5	results (1) 88:23	rightfully (1) 116:14	rules (7) 6:8;9:3,16;10:17; 85:1;187:8;209:17
repaving (1) 151:8	resident (3) 188:1;206:2;216:1	restoring (1) 178:6	rights (3) 50:2;53:21;229:7	run (11) 61:13;97:14,17; 110:24;121:2,8; 124:10;130:19;191:24; 196:2;238:22
repeal (4) 84:13;99:11;109:3; 111:20	residential (10) 79:1;89:8,11;105:2; 144:22;145:20;146:6, 11,14;209:15	resulting (1) 51:15	rightly (1) 116:14	running (2) 47:5;158:23
repeat (2) 16:23;137:10	residents (2) 182:25;233:17	results (1) 88:23	rights (3) 50:2;53:21;229:7	S
repeats (1) 132:20	resisted (1) 181:22	resurfaced (2) 117:12;120:23	rigor (2) 51:4,24	Sacred (4) 25:14;29:13;58:18, 22
replace (3) 43:15;126:24;150:22	resolved (1) 6:6	returned (2) 58:25;198:21	rigorous (1) 28:3	safe (1) 120:19
replacement (3) 150:8,17;151:5	resounding (1) 34:14	returning (1) 58:8	rip (1) 170:15	safely (2) 194:20;219:19
report (1) 36:18		reverse (5) 8:8,17;84:23;85:4; 246:8	risible (1) 149:9	safety (6) 46:17;105:20;219:7, 7,14;220:2
REPORTER (2) 23:12,17		revert (1) 109:1	risk (1) 52:16	sakes (1) 198:22
represent (4) 174:4;175:6;233:15; 238:14			Rist (1) 25:15	same (32) 11:9;13:20;27:13; 29:14;32:11;42:11; 43:21;69:14;74:14,17;
representative (2) 119:21;160:3				
representatives (3) 139:18;151:13;235:5				
representing (2) 25:13;79:25				
reps (1)				

84:15;97:16;110:19; 123:5;125:1;128:5; 135:4;155:2,3;161:14; 164:11;167:4;191:3; 192:15;193:5;198:16; 201:16,16,18;210:9; 220:3;234:6 sang (1) 231:10 Sara (1) 69:20 sat (2) 218:11;241:19 satisfied (1) 185:17 Saturday (3) 39:24,25;110:8 Satya (1) 196:12 save (1) 11:15 saved (1) 17:4 saw (4) 70:14;99:18;243:4; 244:5 saying (25) 41:18;69:4;90:20; 105:10;115:1;121:21; 133:21,25;134:1,15; 140:7,14;142:6; 149:17;152:17;155:1, 11;182:22;183:19; 202:5,17;228:5;230:2; 231:21;246:22 scale (1) 236:3 scanned (1) 243:18 scenario (5) 94:1;109:7;110:18; 162:23;165:5 scenarios (1) 108:4 Schey (4) 173:25;175:10,10; 177:5 scholarship (1) 204:4 School (132) 6:14;21:14;25:14; 26:2;27:20;29:10,13; 31:6,18,21;33:6;40:16, 21,23;41:8,14,17;42:2, 8,25;43:10,14,17,19, 22;44:1,7,10,11;45:23; 46:1;47:11,12,12,12; 49:5,19;50:1,5,6,14,16, 21,25;51:19;52:3,8,9; 54:12;56:21;58:7,9,13; 59:1;60:1;67:4,12; 70:5;79:17;80:17;83:5, 6;85:10;87:10,12;	97:15,17;102:23; 104:2;112:6;121:3; 125:18;131:5;132:8; 133:11;135:25;154:7, 8;158:22;175:25; 176:12;177:17;178:3, 7,22;179:21,21;181:1, 5,6;184:19;187:25; 188:3,7,7,8,8,17; 189:17;192:13,17,19, 19;193:4,12,22;194:7; 199:20,21,24;200:23; 201:22;202:6;203:20, 21,24;205:2;208:25; 210:23;211:24;212:2, 9;215:16;216:16; 218:16;227:9,15,17; 230:7,8;232:7;233:15 schooled (1) 214:21 schooler (1) 201:21 schools (38) 29:12;31:7,9;44:25; 45:1;46:24;47:15; 50:16;51:14;53:20; 84:7,16;87:11;88:11; 89:1,7,11,22;90:21; 92:15;94:3;97:4;99:13; 105:23;124:14;131:19; 158:25;162:7;188:6; 189:15;192:1;194:9; 201:16;214:11;234:6, 9,21;235:2 School's (8) 21:5;26:23;47:24; 87:5,5,6,13;174:14 Schotzer (1) 194:12 scope (5) 9:5;10:3,14;14:16; 161:3 score (6) 48:2;59:5;76:14; 127:5;129:8;148:15 scoreboard (20) 31:2;47:25;48:1; 127:4;128:18,20,25,25; 129:3,7,8,10,10; 147:15,16;148:4,11,14; 149:16;150:8 scoreboards (1) 179:10 scored (1) 125:23 scratch (1) 224:22 scrimmages (1) 100:20 scrutiny (1) 180:25 searching (1) 31:23	season (6) 42:13;180:15,17; 201:8;212:14;228:13 seat (1) 178:6 seated (1) 61:16 seating (5) 108:7;176:16;177:9; 210:7,15 Seats (2) 123:9;173:3 Second (25) 11:8;17:20;21:9; 26:16;48:23;57:13,15; 105:9;120:7;136:2; 137:16;172:12,13,15; 176:5;182:1;197:7; 212:20;220:11;221:14; 222:9;224:1,3;246:15, 17 secondary (14) 34:21,22;53:4;64:20; 65:6;72:9,12;87:16; 88:21;89:18;91:17; 101:2;108:21;186:20 seconded (1) 17:22 Secondly (1) 198:5 seconds (2) 54:20,21 secret (2) 148:7,20 Section (52) 9:8;21:16;32:19,22; 33:1,16;34:17,19;35:3; 36:24;37:17,18;62:21, 24;64:2,19;65:17,19, 22;67:9;87:15;94:20; 95:1;96:20;97:25;99:2; 102:15,18;103:18; 114:4;132:21,23; 135:16;137:1;140:8; 143:7,19;151:14,21; 153:8,23;163:17; 164:3;184:2;243:6,9; 244:7;245:2,3,12,17,19 secular (1) 82:15 seeing (4) 19:4;101:7;128:8; 243:10 seek (2) 42:4;178:1 seeks (1) 40:25 seem (2) 195:8;238:24 seems (5) 102:1;132:9;173:18; 196:6;224:22 segue (1)	130:21 self-evident (1) 221:21 selfish (1) 215:3 sell (2) 176:9;193:20 semitrucks (1) 218:8 senior (2) 203:8;219:5 seniors (1) 158:14 sense (14) 41:16;42:11;43:17, 21;89:10;93:22;99:1; 116:11;136:20;152:17; 196:21,22;201:6;227:8 sent (4) 28:19;131:2;164:8; 216:24 sentence (9) 102:3;103:13,18; 114:3;136:2,3;137:18; 143:12;244:9 sentiments (1) 241:5 separate (5) 15:16;17:1;93:4; 128:5;188:9 separated (1) 162:9 separately (2) 34:19;91:16 seriously (2) 82:6;85:3 serve (3) 12:10;158:13;189:15 served (1) 58:12 service (5) 28:2;59:18;60:7; 212:11,16 serving (2) 58:10;189:17 session (2) 20:3;242:5 set (9) 38:15;50:5;54:5; 79:21;146:21;159:14; 217:23;225:12;241:11 sets (2) 85:21;226:4 setting (3) 51:25;226:5,7 settled (1) 32:2 seven (1) 180:22 seventh (1) 32:24 several (11) 29:11,22;81:18;	196:1;210:2;220:17; 230:10,21;233:14; 234:4;237:18 shadow (1) 215:22 shall (12) 5:12;8:12;65:18; 66:7;73:13;91:3,5; 98:4;153:24;185:4,11, 22 shaped (1) 213:1 share (3) 44:4;243:7,11 shared (5) 188:11,24;240:19; 241:5;245:14 Shaw (1) 187:10 Shawn (3) 173:25;175:10; 181:15 sheet (1) 226:24 Shell (1) 154:24 shield (1) 43:6 shift (1) 200:21 shingles (1) 150:25 shirts (1) 100:22 Shorewood (1) 145:5 short (2) 29:6;52:19 Shortly (1) 70:1 shot (1) 226:1 shout (1) 59:4 show (6) 46:14;77:1,2;114:19; 130:18;162:13 showed (4) 42:17;114:15; 126:23;196:13 showing (1) 179:5 shown (3) 33:5;83:10;191:15 shows (1) 91:8 siblings (1) 213:15 side (10) 28:16;45:2;55:11; 79:9,10;109:12; 190:19;205:17;214:19, 22
--	---	--	---	--

sides (3) 17:15;79:25;126:12	192:16;241:24	sod (3) 120:23;150:15; 215:10	244:25	18:5;7;22:6;181:7
sides' (1) 128:16	site (10) 33:5;72:6;77:24; 113:19;162:14,16,19; 208:8;220:5;236:11	Softball (17) 38:17,19,21,22,25; 67:18;103:23,25; 104:1,3;141:10,11,17; 145:3,4;154:23;158:19	sorts (1) 192:12	speaking (11) 5:22;10:2,13;13:17; 130:24;131:14;190:10; 219:4,6;222:11,17
sign (4) 60:24;69:22;139:24; 186:9	Sitting (8) 25:16;69:4;130:16; 180:1;201:2;226:22; 239:17;240:9	soil (1) 204:20	sought (2) 127:2;174:25	speaks (1) 182:7
significant (5) 76:7;79:4;85:24,25; 175:7	situation (6) 51:9;77:4,5;99:1; 191:2;200:24	sole (1) 221:1	sound (9) 16:9;76:12;124:5; 125:14;175:23,25; 178:4;186:12;210:7	special (9) 57:10;60:21;91:7,14; 151:13,21;152:1; 184:25;201:14
significantly (1) 70:12	situations (1) 144:25	solely (1) 109:13	sounds (5) 105:9;131:25,25; 169:23;239:23	specific (20) 15:5;63:23;73:3; 83:15;88:18;113:20; 130:1;131:2;135:11; 137:2,14;140:7; 144:11;148:13;152:17; 156:10,12;166:5; 234:8;245:17
signify (1) 246:22	six (6) 104:15,15;178:2; 179:13;207:2;226:18	solid (1) 50:23	south (2) 80:8;198:10	specifically (32) 10:4;35:20;38:15; 63:23;66:17;71:18; 73:17;84:4,5;86:11; 92:18;94:21;98:18,19; 107:10;121:7;123:18; 124:5,6;126:8;132:22; 134:15;137:2;152:18; 153:2;165:21;174:16; 184:24;185:1,5; 190:14;217:11
signing (1) 168:7	size (2) 18:6;130:1	solution (1) 243:1	southwest (1) 44:21	specificity (2) 182:2,21
silent (1) 5:21	skins (2) 100:22,23	somebody (11) 46:9;92:2;102:10; 130:15;139:1;142:8; 193:16;195:15;196:3, 16;216:20	space (105) 32:5,16,18;33:13,15, 21,22,24;34:1,13; 35:12;62:17,17,23,24; 63:2,6;65:12,12,13,22, 23;66:3,6,6,12;67:5,15; 68:12;71:10,11,19; 73:8,9,13,25;74:12,12; 75:6;81:10;85:25; 86:11;87:19;95:11,15; 98:3,3,6,7;101:7,25; 103:2,13;107:20,21,23; 114:4;119:2;132:19; 133:8,15;135:17; 136:5;138:2,6,15; 139:8,10,13,17;140:15; 150:21;153:10,13,13; 154:14,17,17;161:17; 163:13,19;164:2; 165:21,23;167:18; 170:19,20,25;171:1,9, 10;185:7,8,11,11,21; 186:18;207:15,17; 224:17;228:19;243:6; 245:4,10,12	specified (1) 185:15
similar (6) 65:14;170:18;189:6; 201:18;244:1;246:6	skipped (1) 245:8	somehow (4) 60:1;82:19;115:2; 195:19	spaces (22) 33:4,4,5,9;37:18; 67:2,10,11,17,19;73:6, 19;74:25;100:6; 102:19,22;105:11; 107:10;119:8;135:18; 143:9;185:22	specify (1) 48:3
simpler (1) 184:4	slaughtered (1) 199:13	someone (5) 10:12;13:17;224:20, 21;237:14	spare (2) 173:13,22	spectators (3) 29:24;30:3;45:6
simplified (1) 214:15	slightly (2) 137:18;160:7	somebody (1) 155:18	speak (29) 5:25;9:21,25;10:9; 13:13;14:19;15:2,5,13, 15,25;17:8;27:16,17; 40:23;44:3;55:20; 137:22;140:17;145:25; 193:1;213:23;218:22; 220:10,21;221:22,23; 227:3;230:10	speed (1) 244:4
simplify (2) 119:12;160:10	slip (3) 5:25;10:9;213:22	Sometimes (8) 61:5,6,6;144:10; 200:1;203:22;206:15; 225:2	speaker (4) 56:16;57:3;214:18; 219:1	speeding (2) 142:7,8
simply (13) 18:18;62:20;71:16; 86:7;95:5;130:2; 151:17;178:24;183:2; 191:25;201:15;234:19; 236:1	slips (1) 213:19	son (1) 219:5	speakers (4)	spells (1) 229:22
sin (1) 26:4	sloping (1) 30:1	somewhat (1) 215:2		spending (1) 47:6
sincerely (1) 227:16	Small (2) 187:11;209:15	somewhere (3) 59:25;60:2,8		spent (1) 242:14
sing (1) 100:16	smaller (1) 9:14	son (1) 219:5		spirit (1) 203:9
singing (2) 101:16;231:8	smoothly (2) 143:23;144:3	songs (1) 100:16		spiritual (2) 87:7;213:6
single (12) 31:13,20;36:22;97:5; 101:5,6,7,8,10;167:25; 171:8;205:20	snapshot (1) 107:8	soon (2) 16:2;223:7		spirituality (1) 188:18
singular (2) 130:22;234:23	snow (1) 165:24	sophomore (2) 201:8;211:1		split (1) 13:7
Sinsinawa (8) 27:22;28:4;29:9; 55:17;56:23;58:3,11; 188:11	soccer (56) 26:9,12,22,22;27:2, 2;30:7;40:15,15,17,21; 41:7,12,14;42:24; 43:10;44:17;47:13,13, 13;75:13;106:5;110:9; 117:14;119:24;120:2, 20;121:7;124:8; 125:16,23;126:9; 131:4;148:15;158:18; 166:22;179:15,18,19, 24;180:12;200:2,2,5, 11,18;203:6;210:24; 211:5,6,23;212:15,18; 213:1,12;219:5	sorority (1) 166:7		spoke (10) 59:8;78:3;119:20; 187:15;190:6;202:20, 20,21;215:15;239:6
Siren (1) 179:10	social (9) 39:21;58:7;188:19, 24,25;189:1,6,7,10	Sorry (15) 18:2;23:19;32:20; 95:23;135:21;137:11; 161:13;171:24;177:4; 183:21;187:13;222:21; 244:7,17;245:19		sport (2) 41:7;118:2
Sister (7) 55:16;56:17;57:23; 58:2;60:14;188:14; 211:3	society (1) 218:19	sort (24) 13:11;29:6;68:2; 81:8;111:7;131:19; 132:4;142:6;143:25; 160:12,13,15;165:2; 167:4;168:7;173:14, 22,22;224:19;234:16; 238:15;239:11;243:1;		sporting (5)
Sisters (4) 27:22;29:8;58:19,22				
sit (6) 26:25;30:1,3;134:20;				

83:7;116:20;132:1; 142:23;233:23	stakes (1) 79:2	34:17;36:24;87:2; 184:20;185:8;246:6	198:19	structural (1) 94:15
sports (25) 28:23;31:7;34:23; 35:5;38:7;50:24,25; 60:3;65:7;77:16,18; 89:22;132:7;133:18; 141:7,9;142:14,15; 188:20;189:14;201:20; 204:1;212:12;215:16; 241:3	stalls (2) 115:13,15	status (1) 72:10	stormwater (6) 114:15,17;115:18; 127:23;136:5;245:7	structure (13) 11:20;93:11,15; 94:18;95:11;104:17; 21:115:10;151:2; 155:20,21;157:2; 209:16
sportscaster (1) 178:5	stand (2) 180:25;226:21	Statute (8) 6:23;7:1;8:3,7; 13:15;82:13,14;246:4	Stoughton (2) 50:7,10	structure-free (1) 186:18
spots (1) 178:5	standard (6) 9:7;52:8;81:24; 112:21;171:20;240:24	statutory (1) 72:19	STRANGE (62) 6:20;7:16,23;8:21; 9:1;10:23;12:19;13:1; 6,19;14:1,7,18;16:13; 17:17;19:18;20:12; 23:5,14,17;55:14,25; 60:20;81:13;98:13; 106:21;107:6;108:11; 109:18,25;110:13; 111:5,9,12,17;137:23; 139:12,20,24;140:9,13; 145:23;151:22,24; 157:12;159:18;161:21; 163:10;165:8;167:11; 15;168:20;194:23; 213:12;222:8;223:4, 11,14,18;224:8; 232:16;233:1	structures (9) 71:17;94:23;95:2,5, 19;113:3;147:10; 184:23;185:1
spring (7) 69:2;76:20;114:25; 157:6;180:15;215:5,8	standards (2) 27:13;171:14	stay (4) 42:22;55:19;192:11; 211:17	Strange's (1) 99:6	struggling (1) 242:22
Springs (1) 50:7	standing (2) 41:17;101:24	stepped (1) 43:22	Straus (1) 181:8	stuck (1) 224:20
sprinkled (1) 14:12	standpoint (2) 219:7;220:6	steps (3) 78:10;145:15;155:9	streamline (1) 169:12	student (22) 28:1,2;29:19;40:1, 24;41:4;42:4;43:13,16; 49:21;50:23;51:18,25; 52:4;58:6;59:4;188:19; 198:6;199:21,22; 212:11;230:14
spur (1) 76:22	standpoints (1) 197:24	STERETT (19) 20:8;25:17;27:17; 52:19;53:6;103:5; 106:9;117:22;118:7; 16,20;135:1,21;149:3; 157:23;202:20,21; 223:15;226:20	streamlined (1) 208:15	students (33) 31:6;41:24;43:20; 45:21;50:19;51:12,13, 16,17,23;52:2,5;59:3; 85:10;118:2;158:9; 170:12;189:18,19,23; 190:1;200:22;214:19; 219:15,16;230:9,14,21; 231:1,2;232:5;233:14; 241:3
squad (1) 125:20	Standridge (1) 202:10	Stevens (1) 181:4	Street (25) 18:13;21:18;27:21; 28:25;63:5;81:1; 144:24;145:6;178:16; 179:16;183:22;188:23; 191:9;196:2;197:3,6; 198:13,14,19;209:12; 217:11;218:7,13; 228:2;240:21	studies (1) 58:7
square (13) 10:11;94:15,22,22, 25;95:10;96:4,15; 97:14;108:19;110:15; 115:10;128:1	staple (1) 28:11	stick (1) 19:25	strengthen (1) 45:19	studio (1) 60:5
squarely (1) 19:11	start (23) 9:2;20:6;21:12;23:2; 35:2;49:23;61:10; 63:24,25;105:17; 110:6;111:15;120:11; 124:4,11;125:24; 126:6;183:19;194:15; 200:2;221:9;233:9; 235:10	sticky (1) 61:6	strengths (1) 46:14	study (1) 170:12
St (1) 50:4	started (12) 30:12;44:12,17;45:8; 124:16;126:8;158:11; 187:1;200:10;209:5; 217:8;246:3	still (31) 13:3;30:24;41:23; 93:1;109:25;110:25; 112:24;119:9;120:18; 121:1;122:23;124:20; 134:8;143:17;146:10; 163:21;170:11,12; 176:19;177:6;182:19; 195:17;196:3,20; 197:17,18;200:9; 207:8;216:20;228:3; 240:15	strenuous (1) 113:16	studying (1) 40:1
STACEY (2) 219:3,4	starting (5) 8:6;100:4;164:9; 168:5;201:3	stipulating (1) 16:21	stress (1) 199:25	stuff (8) 14:16;16:10;114:24, 25;121:3;169:20,21; 225:3
stadium (39) 18:15;63:9;69:22; 74:15,16;107:21; 108:1,7;109:11,22; 113:11;135:5;138:11; 140:15;143:24,25; 155:19,19;156:4; 161:12;166:10;170:17, 22;176:7,10;177:11; 181:3,5,20;182:2; 197:6,8,10;208:8; 209:7;210:14;215:4, 23;227:22	starts (2) 199:24;234:3	stipulation (7) 10:20;12:3,16,24; 223:9,13,24	strictly (1) 235:25	subcategories (1) 235:17
stadiums (9) 34:24;35:6;65:10; 74:15;165:14,15,16; 186:20;227:19	state (18) 7:1;12:16;38:9,25; 41:23;101:12;104:1,2; 119:14;129:24;130:2; 141:13;152:18;177:16; 187:12;189:24;199:14; 222:5	stone (1) 217:24	strike (2) 225:5,14	subject (5) 9:6;10:3;106:18; 185:16;229:14
stadium-style (1) 210:7	statement (17) 10:10;22:15;35:22; 55:20,22;63:25;68:1, 22;97:10;157:19; 163:1;166:15;221:3; 235:11,17;242:23; 244:18	stop (5) 20:25;40:13;48:15, 20;118:4	striving (1) 52:11	subjective (1) 171:15
staff (6) 36:16,18;41:1; 217:12;225:3,13	statements (6) 11:5,10;12:7;232:19, 22;242:13	stopped (2) 20:5;157:1	strokes (1) 116:19	submission (2) 23:10,21
staff-approved (1) 81:3	States (9) 26:15;32:4;33:2;	stopping (1) 59:20	strong (3) 28:10;49:24;244:18	submissions (1) 116:13
stage (1) 233:5		storage (1) 178:6	stronger (1) 193:15	submit (7) 22:6;76:3;82:2; 146:16;152:9;234:11; 235:14
		storefronts (1)	strongly (3) 195:3,3;214:8	submittal (1)

176:12 submitted (17) 22:14;70:20;116:21; 23,24;129:5;142:16; 144:19;146:12,17,18; 176:11;220:12;222:12; 226:24;234:20;238:1 submitting (4) 121:11,17;127:22; 146:3 Subsection (8) 34:7;66:1;73:11; 74:10;102:18;114:4; 133:1;143:9 subsequent (2) 177:9;181:24 substantial (5) 54:8,11;83:2,10; 149:7 substantially (2) 70:12;246:5 subtract (1) 109:12 suburbs (1) 28:18 succeed (2) 41:6;42:6 success (5) 46:7;50:22;203:13; 213:10;240:5 succinctly (1) 99:8 suffered (1) 198:17 sufficient (3) 133:13,15;221:16 suggest (2) 15:17;236:23 suggested (4) 55:3;88:9;235:5; 237:14 suggesting (2) 151:15;174:21 suggestion (2) 172:3;183:3 suggests (2) 235:23;236:13 summer (4) 120:21;121:5; 176:14;209:13 summer's (1) 200:1 super (1) 240:10 supercede (1) 54:16 support (24) 34:15;41:10;42:1; 174:12;175:1,19,23; 192:4;193:7;197:23; 23;198:12;199:8; 214:8;215:2;216:3,4,6; 222:14,18;224:21;	239:9,13;241:7 supported (2) 174:10;192:4 supporter (1) 198:5 supporting (1) 109:15 supportive (1) 208:6 supports (1) 133:17 suppose (1) 138:19 supposed (5) 70:19;90:10;102:21; 140:1;238:14 sure (27) 5:20,22;14:2;16:14, 19;20:19;22:3,19;23:8; 47:21;73:24;90:19; 95:24;103:5;104:4; 109:21;119:9;121:20; 146:3;150:22;159:19; 163:10;173:11;187:23; 190:16;206:14;220:25 surface (7) 115:16;122:3;150:7; 151:10;158:24;180:9; 198:9 surfaces (2) 68:25;114:19 surprised (1) 178:9 surprises (1) 162:21 surprising (1) 57:11 surrounding (7) 43:5,5;59:1;186:8; 201:25;212:10;240:22 surveillance (1) 48:19 surveilling (1) 228:14 surveyed (1) 50:15 suspect (1) 210:13 sustain (1) 207:7 SVA (1) 204:5 swim (5) 38:8,8,9;141:3,4 synagogues (1) 53:20 synonymous (1) 134:11 system (10) 76:12,12;77:19; 108:8;125:14;126:4,6; 175:7;178:4;191:22 systems (1)	16:9 T tab (1) 24:13 table (15) 91:8,13;99:17; 114:18;135:6;144:2; 175:15;181:23;182:3; 193:6;197:22;239:20, 21;240:11;245:11 tabled (1) 177:11 tables (1) 165:12 Tag (2) 181:8;222:15 talk (28) 7:17;16:2,8,11,15, 25;26:17;44:4;66:16; 17;68:9;69:21;70:16; 75:18,19;76:1;81:14; 95:2,3;132:12;157:22; 188:22;198:2;227:19, 22,23;228:2;235:17 talked (15) 14:7;75:25;77:1; 85:9;116:19;123:2; 132:11;149:6;152:5; 197:12;223:4;226:2; 231:7;243:5,13 talking (23) 13:3;52:23;95:21; 96:6;98:22;102:14; 103:8;104:22;113:5, 12,12,23,25,25;114:20; 117:18;131:22;135:8; 150:5;157:12,15; 170:24;208:2 talks (13) 64:18;73:17;81:25; 83:20,21;94:21;95:2; 101:25;138:3;143:7; 152:1;242:19;244:9 Tanya (1) 202:11 task (1) 211:16 teacher (2) 58:7;227:11 teachers (3) 41:1,9,25 teaching (2) 188:25;189:10 team (34) 26:15;33:7;40:18; 67:12;70:7,9;100:21; 102:3;127:14;132:11; 134:9;135:25;137:16; 20;139:13;157:13,21; 174:17;195:11,11,12, 22;201:3;205:14;	211:6,12;212:12,15; 213:1,4,5,8;216:17; 226:25 teammates (4) 41:20;211:22;213:2, 15 teams (8) 42:6;46:18;179:22; 180:19;181:1;203:8; 220:2;228:12 teamwork (1) 213:9 tear (1) 161:9 tearing (2) 160:25;215:9 technical (2) 15:10;176:24 technicality (3) 136:25;195:9;196:5 temporary (6) 69:17,21;106:14; 107:2;125:14;126:3 ten (28) 12:8,12;17:12;54:19, 21;79:21;84:11;92:11, 24;113:6;116:8,9; 143:15;147:7;160:15; 169:25;172:10;173:3, 4;175:19;180:17; 198:19;222:23;223:19, 21,21;238:15,15 ten-minute (5) 12:3;17:9,10;19:24; 223:1 tennis (1) 135:5 tenure (1) 44:10 ten-year (8) 84:11;85:20;106:14; 107:8;184:3,13;211:3; 243:21 term (11) 13:15,16;100:20; 106:4;133:22;134:9; 150:14;167:11;228:21, 24;236:22 terminate (1) 109:1 terminology (1) 240:25 terms (19) 12:24;13:2;20:10; 27:12;64:24;100:24; 108:22;118:8;132:3; 135:18;136:25;149:23; 153:6;177:11;220:24; 231:15;232:23;240:23; 243:1 Terrace (4) 39:16,17;40:4; 187:12	test (1) 152:18 testimonies (3) 131:25;240:16,18 testimony (5) 57:5;83:17,17; 237:14;241:24 Thanks (3) 81:13;196:24;224:9 theme (1) 240:22 theoretically (1) 138:19 theory (3) 99:8;116:4;168:22 thereabouts (1) 123:14 therefore (4) 31:11;35:15;105:14; 137:8 there'll (1) 99:14 thinking (3) 55:4;200:25;218:20 third (5) 11:11;120:8;183:7; 199:20;244:8 thirdly (1) 198:11 Thomas (1) 187:9 Thompson (2) 202:12;222:10 though (6) 10:19;21:11;43:18; 56:11;80:10;222:3 thought (7) 9:4;48:23;50:12; 53:14;89:12;200:15; 201:4 thoughts (3) 12:23;43:8;202:8 thousand (4) 37:10;166:5;171:16, 19 thousands (1) 167:23 three (25) 11:25;13:4,21;29:17; 57:22,23,25;60:13; 79:14,15;125:17; 160:25;173:21,22; 174:6,8;181:10;188:6; 197:24;202:4,25; 203:6;214:10;235:16; 240:17 three-minute (1) 9:23 thrive (2) 175:9;212:24 throughout (8) 19:10;150:24; 195:13;212:13,13,15;
---	---	--	---	--

228:23;232:24 throw (1) 46:8 thrown (1) 196:9 Thus (3) 124:16;232:19,22 ticket (1) 142:7 tiddle (1) 101:5 tie (2) 149:3;230:21 tight (2) 19:22;60:13 Tim (1) 69:22 timeline (4) 29:6,16;32:8;131:24 times (10) 26:3;48:10,11;93:4; 145:8;154:12;180:17; 193:25;218:13;234:4 time's (1) 15:9 tired (1) 154:12 title (2) 70:4;244:14 titled (1) 99:3 toast (1) 26:18 today (34) 5:18;10:4,15,22; 14:7;17:2;21:24;25:13, 18;30:6,9;31:4;34:2,9; 40:23;45:6;80:20; 88:25;99:8;104:25; 112:1;123:5;129:1,9; 132:10;155:6,7,11; 181:12;213:2;217:19; 220:12;224:15;232:15 Today's (1) 51:9 together (6) 60:8;81:7;183:11; 208:11,24;225:18 told (4) 103:9;112:3;177:10; 186:23 Tomich (1) 25:17 tomorrow (3) 55:18;111:16;195:25 ton (1) 169:17 tonight (32) 7:14;22:5;27:5;44:3; 55:17;61:1,2;84:22; 85:2,4,5;99:17;104:20; 111:15;189:5;191:14; 194:23;195:1,15;	219:4;222:14;227:21; 228:11;230:2,5,10,17; 231:2,23;232:2; 233:19;234:23 tons (1) 218:9 took (3) 123:25;155:9;216:19 top (2) 26:19;63:21 topic (2) 202:8;244:3 total (1) 45:23 tough (3) 48:9,10,11 tournament (5) 39:1;104:2;118:25; 141:13;214:25 tournaments (3) 101:12;180:20,21 toward (1) 30:2 towards (1) 81:1 town (4) 50:7;61:15;193:24; 197:21 track (52) 26:12;29:24;30:7; 31:1;44:24;45:2; 103:16;114:16,20; 117:6,10,10,12;118:4; 120:14,24,25;121:4,8; 122:3,7,8;123:3,12,25; 124:9;125:17,19,19,20; 126:15,25;128:4,6; 129:16,17;130:16; 131:6;135:4;150:7,16; 154:7;158:21;161:18; 166:23,25;176:13; 177:18;178:18;179:20; 180:6,13 track-and-field (1) 158:25 Tracy (2) 187:11;194:12 trade (1) 88:18 tradeoff (1) 112:17 tradition (2) 15:6,11 traditional (1) 64:23 traditions (1) 15:7 traffic (2) 76:4,4 train (1) 158:10 trait (1) 204:6	tramples (1) 229:6 transformational (1) 96:24 transition (1) 173:23 transitioning (1) 173:14 transparency (2) 18:19;147:1 transparent (4) 169:17,24;239:12; 240:11 Transportation (2) 245:6,8 travel (2) 55:18;58:23 treat (3) 27:11;149:21;220:15 treated (12) 52:14;53:18;88:10; 135:3;150:9;155:2; 196:14,15;201:15; 202:3;212:5;234:5 treating (4) 82:15,20;149:16; 234:6 treatment (9) 31:13,22;54:4,7,13; 112:11;150:1,3;201:15 trees (2) 58:17;103:11 tremendous (2) 215:23;239:9 tremendously (1) 214:15 Trest (3) 173:25;178:14,14 tricky (1) 61:5 tried (2) 43:6;143:5 trophy (1) 216:19 trouble (1) 146:7 troubling (2) 31:12;175:3 truck (1) 129:14 Trudgeon (3) 207:21;210:21,22 true (3) 45:13;178:24;231:15 truly (2) 42:5;47:22 truncated (2) 109:19;160:16 Trustees (1) 49:20 truth (1) 28:5 try (3)	27:1;119:12;159:19 trying (9) 42:19,22;147:20; 164:16,19;183:13; 193:7;199:25;211:22 Tucker (23) 25:25;75:3,21;91:23; 126:17,20;127:10,12, 20;128:6,22;129:4; 137:10;141:7;150:13; 151:7;162:3;167:2,7; 168:18;195:21;206:13; 209:23 turf (15) 31:2;68:17,18,19; 121:14;122:6;123:24; 126:15;129:14;150:7; 158:17;200:4,8; 211:13;213:16 turn (12) 29:2;32:18;40:13; 74:4,8;107:25;108:14; 123:19;165:25;170:16, 21;233:6 turned (7) 5:21,22;50:20;77:19; 101:3;139:7;213:3 turning (3) 75:6;101:21;138:11 two (44) 10:5;22:7,8;23:22; 24:1;26:1;63:12,12; 73:3;80:17;82:20; 90:11,13;93:6;102:19; 103:25;106:18;114:14; 118:4;125:19;133:10; 135:2;137:2,8,14; 141:13;159:22;160:25; 164:12;177:15,18; 180:20;188:21;189:2; 190:7;191:2;195:8; 203:7;205:11;213:24; 214:11;218:16;241:14; 245:16 two-part (1) 143:10 type (8) 100:16;116:2; 149:16,19;151:5; 190:6,8;201:17 types (7) 75:22,25;76:21; 78:22,22;100:17; 127:24 typical (4) 19:11;125:15; 136:21;150:23 typically (8) 9:12,13,22;19:9; 75:24;90:3,4;124:9	Ultimate (7) 39:12;45:8;118:1,1; 119:2,7;131:17 ultimately (6) 9:3;12:12;78:7; 80:15;190:19,21 unanimous (1) 53:12 unanimously (3) 53:13;210:2;229:13 unaware (1) 149:10 uncertain (1) 177:10 unconstitutional (1) 101:22 under (51) 18:8;39:2,53:9;54:2, 13,15;65:7;71:5;73:8; 74:3,3;77:6;79:14; 80:19;82:12;83:9; 85:19;87:19;88:7; 90:24;94:25;96:13; 97:9;103:14;104:14; 105:21;107:13;108:20, 21;109:6;110:13; 115:10;127:7;129:24; 132:21;133:5;135:20; 161:6,22;168:10; 170:7;209:18,21; 229:20;230:4;231:1; 235:17;244:13;245:1, 2,3 underclassmen (2) 42:10;43:19 undergraduate (1) 51:7 underperformance (1) 51:12 underprivileged (1) 212:19 understood (5) 16:7;128:17;162:20; 185:13;245:22 undivided (2) 22:20;24:6 undoubtedly (1) 35:10 undoubted (1) 169:14 undoubtedly (1) 35:21 unduly (1) 27:16 unencumbered (1) 184:11 unequal (3) 52:17;54:7,13 unequally (1) 53:18 unfair (2) 31:12;157:22 unfortunate (1)

42:14 unfortunately (1) 205:12 unifying (1) 189:15 Union (4) 39:16,16,17,17 unique (1) 45:24 unit (1) 209:16 United (1) 26:15 University (14) 38:4;39:5,8;41:11; 52:10;54:6;140:25; 141:2,16;142:2; 154:25;192:1;231:17; 237:1 University's (1) 198:25 unless (8) 5:12;20:1;66:7;98:4; 118:9;150:25;185:12, 22 unlike (1) 168:21 unnecessary (2) 76:12;94:7 unobstructed (1) 178:18 unrelated (2) 15:25;19:2 unreliable (2) 72:20,24 unresolvable (1) 80:6 unusable (1) 117:11 unveiled (1) 178:3 unwelcome (2) 212:1,5 up (71) 5:20;11:16;12:7; 13:7;14:14;15:11;20:6; 42:15,17;43:3;47:9; 48:1;53:19,22;54:24; 55:7,18;59:12;60:24; 70:23;71:7;76:13;77:1, 2;79:5;80:6;82:12; 103:10;105:9;109:5; 117:12;118:4;119:11, 18;121:15,23;122:5; 123:4;124:2;135:15; 144:5;146:21;150:15; 161:1;171:17;173:23; 176:6;180:25,25; 181:20;182:5;193:3, 18;196:2;198:3; 199:16;200:1,14; 211:12;213:24;215:9; 216:13;218:4,8,13;	222:23;225:12;226:21; 228:3;229:9;230:21 upcoming (1) 211:16 update (1) 115:17 updated (2) 114:14,19 upgrade (6) 108:7;115:8;142:19; 177:18;180:8;182:7 upgraded (2) 30:25;176:14 upgrades (2) 115:5;150:6 upgrading (1) 125:5 uphold (4) 42:4;52:11;191:6; 209:9 upon (6) 8:16;10:20;11:20; 50:11;51:21;246:7 upset (1) 200:18 urged (1) 211:17 urgency (1) 56:6 usage (4) 70:23;174:14;175:5; 180:11 use (215) 11:13;27:8,15;31:3; 32:5,10;33:14;34:5,9; 35:12,14,17;36:2,4; 39:6,7,18;44:6;47:3; 48:6;52:21;54:8;62:16; 17:63,2,9;64:23,24,24, 25,25,25;66:5,13; 67:22;68:9,12;70:5,5,6, 7,17,21;71:6;73:13,24; 74:6,6,11,25;75:6,8; 77:15;79:3;80:21; 81:10,19;82:3;85:24, 25;87:3,21,22;88:4,5,8, 13,17;89:9,18;90:15; 91:7;93:14;94:10,16, 17;95:6,10,19;96:2,3, 16;97:5,6,8;98:2; 100:19,19;104:13; 105:3;106:4,16,17,19; 107:5,25;109:6,10,13, 17,23;110:4,10,19,19, 19,20;113:9,14,15; 114:18;119:11;125:13, 15;127:9;129:19,21,23, 25,25;130:3,3,4,8,11; 132:6;135:7,9;138:12, 21;139:7;140:12,12; 142:21,23;144:5,21; 147:20;149:5,20; 150:14;153:7,9,11,12,	16,17;154:23;155:25; 156:22;157:9,13,17; 160:21;161:2,11,12,17; 163:1,2,3,9;164:3; 165:11;167:9,21; 168:12,22;170:24,25; 171:4,19;173:19,20; 174:21,23;175:20; 176:1,8;179:17; 180:18;181:14;182:18, 21;184:6,11;185:10, 21;186:3,4,11,17,23; 196:21;197:9;206:20, 21;207:5,8,9;209:15; 215:13,19;223:16; 226:16;228:24,25; 231:5,16;235:4;236:1, 11;238:12,17;243:5 used (77) 9:11;16:8;30:1,13; 33:6,12;37:19;40:9,10; 44:20;47:10;63:7;65:1, 13,15;66:12;67:4,5,12; 68:20;69:8;70:7,19; 75:9;83:7;87:19;90:5; 102:3,16,24;107:21,23; 109:25;110:5;125:21; 126:13;128:15,20; 130:8,18;131:12,16,18; 132:18;133:7,22; 135:25;136:9,19; 138:3;139:13,15; 141:6,20;144:6; 149:17;153:5,13; 161:14;163:13;164:23; 165:16,22,23;167:18; 174:17;178:12,23; 179:6;195:10;204:22; 208:18;215:18;218:5, 8;232:15;238:16 user (1) 101:15 uses (148) 18:14;34:18,20,22, 25;35:3,8;36:10,12,17, 19;37:4,5;38:5;40:9; 53:18,21;62:23,23,24; 63:12,13;64:18,20; 65:6,8,9,20,21,23;66:6; 67:15;71:10,11,15,18, 19;72:7,12,16;73:9,17; 74:6,18,19;78:22; 79:20;86:10,11;87:15, 16;88:3,6,13,21;89:13, 16,18,24;90:8,11;91:3, 4,9,11,12,14,15;93:10, 17,24;94:21,23;95:6; 96:13,19;97:1,24;98:4, 7,17;99:21;100:1,25; 101:1,2;102:16; 103:19;108:21;110:7; 113:1;114:1;115:2; 132:23;133:18;134:2,	5,5,6;137:14;138:8,16; 139:20,22;140:2; 143:7,18;151:16; 152:11,19,22,23; 153:25;154:5;156:10, 12,15,18;157:4,22; 162:19;163:18;165:13; 166:5,6,9;169:9;170:4, 5,10;179:3;181:5; 183:5;184:12,23; 185:1,6,7,8,11;186:21; 196:14;226:9;229:20, 21,22;233:17;235:6 using (21) 30:19,22,24;32:11; 33:19,20,21,23,25; 40:8;47:1;100:24; 101:20;109:14;112:17; 149:11;157:10;163:3; 170:5;231:19;244:11 usually (1) 211:10 utilized (1) 77:20 UW (25) 32:21;37:24;38:22; 39:18;40:7;67:17; 78:24;79:15;89:25; 92:22;101:9;103:20, 23;104:3,11;133:16; 135:4;141:8,22; 142:16;144:23;155:4; 162:9;169:5;243:18 UW-La (1) 51:8 UW-Madison (4) 31:10;154:19,21; 204:3 UW-Madison's (2) 38:16;141:20 UW's (3) 40:9;141:5;154:22	40:21;44:16;60:4; 70:8;117:4,6;120:16, 18;122:17;123:20; 124:4;125:16,20,22; 126:9;135:11;179:14, 19;180:6,12;203:6,7; 206:7;210:24 vehemently (1) 177:23 vehicle (1) 204:23 vehicles (1) 76:8 ventured (1) 124:18 venue (1) 158:13 verified (1) 179:2 Verona (1) 47:11 version (4) 30:16;73:2;109:19; 111:8 versus (4) 10:7;12:21;83:5; 241:2 viable (1) 51:17 vibrancy (1) 199:4 vibrant (1) 194:1 view (4) 13:19;14:3;178:16, 18 viewed (1) 13:13 Vilas (2) 28:14;79:9 Village (1) 83:5 violate (3) 27:7;38:22;40:6 violated (1) 38:24 violating (1) 26:2 violation (23) 26:1,1,8,21;27:4; 40:8,10,17;104:13,14; 115:1;131:1,8,10; 141:8,15;142:1;149:2; 157:5;164:7;207:12, 18;231:9 violations (3) 26:5,10;54:18 virtually (1) 95:13 vision (3) 59:21;60:9;237:21 visit (2) 76:23;77:7
			V	
			value (5) 42:3;45:22;48:8; 199:6;230:15 values (10) 28:5;46:1,14;51:3; 52:11;212:8,10;216:8; 227:2;230:18 Van (4) 25:19;202:23;205:6, 6 variance (3) 19:7;112:1;184:25 variances (1) 9:12 various (4) 59:14;165:18; 186:14;212:16 varsity (24)	

visitors (1) 215:24	42:15	46:11	wife (4) 205:7;216:15,25; 228:3	201:24;217:2;226:23
visits (1) 76:22	warming (1) 211:12	well-known (1) 209:20	Wilke (1) 29:21	wondering (1) 55:21
vitality (2) 64:12;235:19	Washburn (1) 193:23	well-taken (1) 134:17	willing (2) 32:13;241:23	Woodrow (6) 63:5;183:22;197:6, 17;209:12;220:20
vividly (1) 41:23	watch (2) 118:4;219:24	weren't (8) 96:5;108:18;110:14; 156:19,21;190:16; 200:12;218:10	window (1) 156:14	word (8) 91:5;129:13;147:16; 193:16;196:17;214:14; 224:23;225:5
voice (1) 171:23	Wautier (50) 25:18;88:15,17; 89:21;90:24;91:6,24; 94:11;95:7,20,24;96:9; 18,22;98:10,24;99:23; 100:3,9;102:6,9,12; 103:7;105:12,19; 111:25;112:24;113:22; 115:7,22;116:4; 129:11;131:1,4,10; 134:13;135:23;136:4, 11,14,17,22;143:2; 155:16;157:25;159:5; 166:23;225:25;245:19, 22	West (25) 28:14;39:4;45:2; 47:11;67:3;97:14,17; 141:19,22;142:3; 181:1,4;187:10;193:4; 197:7;214:12,19,21,22; 216:13,15,16,16;218:6; 220:2	windows (2) 170:15;178:17	wording (1) 144:19
voluminous (1) 222:2	way (32) 13:23;20:13;32:11; 45:20;48:25;49:4;59:9; 84:7;85:12;96:21; 97:15;106:17,20; 107:19;121:23;122:5; 133:19;135:4;155:2,3; 164:11;169:17;174:15; 182:11;189:6;191:3, 22;199:10;212:23; 213:7;225:18;230:17	Westchester (1) 83:4	Winn (1) 5:8	words (18) 20:9;65:2;67:20; 81:12;82:17;90:25; 98:13;102:12;110:13; 134:16;144:11;163:2; 190:7;195:10;196:13; 225:14,14;227:24
voluntarily (9) 30:23;84:8;92:6,8,9; 99:5,10,11;114:2	ways (4) 84:19;149:6;190:23; 234:3	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	winning (1) 59:5	work (15) 51:10;79:23;80:14; 81:7;85:1;86:2;108:3; 146:9;196:6;206:9; 207:22;213:10;217:14; 218:12;225:18
voluntary (8) 90:12,17;92:2;93:23; 106:14;107:2;143:15; 226:8	wear (1) 42:8	whatsoever (2) 191:7;212:25	wins (1) 59:11	worked (7) 78:5;80:23;93:7; 200:21;208:11;215:16, 17
volunteered (1) 205:18	wearing (1) 43:22	when's (1) 53:12	Wisconsin (12) 6:23;8:3;21:19; 46:23;129:24;141:2, 16;142:2;189:24; 192:2;198:10;231:17	working (4) 182:24;188:2,3; 238:4
volunteers (1) 212:12	website (1) 189:23	whereas (1) 13:14	Wisconsin-Madison (2) 41:12;52:10	works (4) 49:13;104:16; 182:10;191:22
vote (9) 5:12,13;8:16;18:1; 159:25;172:4;210:6; 246:7;247:1	wedding (1) 39:23	whichever (1) 226:11	Wisconsin's (3) 38:4;140:25;237:1	World (4) 26:16,18,18,19
voted (3) 20:18;72:21;210:2	weeds (1) 165:6	whip (1) 38:1	wish (3) 49:16;225:3,4	worn (1) 130:18
votes (1) 172:20	week (3) 45:16;60:23;142:16	whistles (1) 179:11	wished (1) 15:15	worry (2) 207:6;219:22
voting (1) 196:12	weeks (4) 5:9;103:25;141:13; 177:15	when's (1) 96:21	wishes (3) 11:6;83:6;208:11	worthy (1) 59:22
W	weightlifting (1) 38:10	whenever (1) 226:11	Wishing (3) 176:20;177:7;218:22	wrap (1) 200:1
	welcomed (1) 212:3	whatsoever (2) 191:7;212:25	withdrew (2) 170:23;210:8	writing (1) 187:13
wager (1) 32:13	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wish (3) 49:16;225:3,4	written (12) 22:15;23:23;71:13; 79:13,13;86:14;97:19; 134:16;161:23;220:12, 15;221:3
wait (6) 19:22;20:3;23:2; 25:1;70:14;145:16	welcoming (1)	whatsoever (2) 191:7;212:25	wished (1) 15:15	Wrong (7) 32:21;93:19;168:21; 190:25;196:4;206:16; 214:23
waiting (1) 130:21	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	wrote (2) 196:17;220:10
walk (9) 34:15;62:11,20; 63:22;116:20;120:10; 136:16;191:8;212:17	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	Y
walked (1) 80:22	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	
walking (10) 43:1;47:5;101:15; 130:15;134:19;135:19; 136:10;172:22;173:14, 23	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	Yael (1) 202:12
walks (1) 212:9	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	
walls (1) 170:15	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	
wants (9) 10:7;85:21;91:25; 92:3,3;134:20;202:17; 220:23;234:4	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	
warm (1)	welcomes (1) 212:6	what's (21) 39:21;68:11;70:12; 73:10;85:22;86:14; 104:25;152:1;155:19; 159:3;163:16,25; 164:4;167:25;170:7; 171:18;190:21;196:18, 22;202:25;217:17	wishes (3) 11:6;83:6;208:11	

yard (1) 168:13	84:3,23;85:5;86:9; 89:3,4,6,11;90:1,24; 92:17;96:24,25;97:4; 100:15,18,19,25;101:3, 4,16,17,21;104:9,13; 105:21;106:2,8;108:9; 113:19,20;132:15; 138:4,17;141:14,25; 144:12,17;150:24; 151:4,14;152:18; 154:2;156:5;157:5; 160:3;165:9;167:24; 168:1,13,15,25;171:14, 22;175:8;178:11; 183:23,24;184:20,21; 206:11,20,24;207:1,4; 208:21;209:19,22,23; 210:16;214:9;215:12; 225:16;228:22,23; 229:2,22;231:14; 232:13;233:2,20,21,22; 234:10,13;235:3,24; 238:6,7,17;241:8; 246:12,13,21	212:11 10-minute (2) 159:23;172:7 10th (1) 178:2 11:47 (1) 247:4 11th (1) 5:2 12 (1) 130:6 126 (1) 38:6 13 (1) 9:8 130 (1) 201:23 137 (1) 38:6 138 (2) 27:25;29:10 14 (2) 104:11;176:17 140 (1) 193:22 14-year-old (1) 43:3 14-years-olds (1) 219:12 15 (3) 124:13;200:17;244:6 15th (5) 7:21;21:22;159:7; 166:18;177:16 16 (2) 18:12;126:8 16- (1) 219:13 16th (1) 166:19 17 (3) 70:24;175:12;244:13 17- (1) 219:13 1881 (2) 27:21;29:10 18-year-olds (1) 219:13 19 (3) 30:5;93:4;181:24 1920s (2) 28:24;44:14 1927 (3) 29:14;30:14;33:21 1930 (2) 29:17;30:17 1958 (1) 207:23 1960s (1) 58:21 1975 (2) 29:23;33:22 1990 (5)	30:5,9,11;123:18; 179:13 1990s (1) 181:17 1994 (1) 44:15 1995 (2) 117:5;199:12 1996 (12) 66:20;69:10;116:21, 23;118:17;119:14; 120:1,6,11;121:19; 122:1;175:21 1998 (1) 179:13 1999 (9) 29:24;30:4;33:24; 45:4;119:6;122:9; 123:6;125:3;179:16 1st (3) 7:20;21:21;166:15 2 2 (4) 103:10;105:15; 130:25;131:8 2,000 (1) 37:10 2,000-page (1) 101:8 20 (8) 20:18;58:4;168:15; 171:18,18,19,20; 219:10 200- (1) 143:2 2000 (1) 50:3 2000s (1) 119:8 2004 (1) 51:6 2006 (3) 117:8;122:16;179:17 2007 (3) 83:5;179:23;180:5 2008 (1) 51:8 2010 (1) 176:4 2012 (2) 214:8;215:14 2013 (12) 30:21,22;78:12; 88:25;89:7;91:21,24; 104:10;105:1,5; 183:17,22 2014 (34) 30:24;36:18;47:18; 68:17;69:13;116:21, 24;117:13;118:18; 119:6,14;120:7;	121:10,16,19;122:1,10; 123:13,21;131:21; 134:4;142:19,21; 164:11;167:5,17; 168:6;174:10;176:4; 179:23;180:4,5; 242:17;244:6 2015 (20) 31:1;45:11;81:2; 114:20;117:13;121:13; 122:6;123:1;126:8; 128:22;148:24;159:5, 7;178:2;179:2,9;180:8, 11,25;208:5 2016 (1) 178:2 2018 (1) 69:16 2019 (10) 5:2;21:21,22;26:4; 27:3;40:20;115:1; 148:25;149:2;210:23 210 (1) 185:24 2200 (1) 214:5 220-page (1) 144:14 2219 (1) 21:17 224-page (2) 114:3;147:3 2325 (1) 187:10 23rd (1) 166:20 24 (1) 143:3 24th (1) 36:18 25 (2) 178:8;207:25 27 (1) 177:10 27.0973b (1) 34:20 27th (1) 166:19 28.0911 (1) 34:17 28.096 (1) 91:16 28.097 (2) 21:17;34:19 28.09710 (1) 32:3 28.0973b (1) 35:3 28.0975 (1) 36:24 28.0975c (1) 62:21 28.0984a (1)
year (28) 7:21;25:24;26:20; 29:14;31:22;41:12,21; 42:10;44:2;104:12; 130:10;141:4,4; 155:18;159:8;171:17; 178:8;187:1;196:8; 198:14,18;199:24; 200:11,25;203:8; 210:25;211:1;213:12				
year-ish (1) 159:8				
years (72) 27:23,25;29:10,17; 31:4,11;32:12,12,15; 42:12;56:21;58:3,5; 79:21;84:11;92:11,13, 24;93:20;95:14;99:9; 104:15;113:6;116:10; 119:3;129:23;130:9; 143:15;144:6;147:7; 148:8;149:13;156:14; 160:15;168:15;169:25; 171:10,11;175:11; 178:19;179:6,16; 180:18;181:16;183:1; 186:6;188:22;192:20; 193:11,22;197:5,11; 200:7;201:23;203:5,6, 7;204:3;205:8,19; 206:6;207:2,25;211:4; 212:8,15;213:16; 216:14;217:7,18; 226:18;238:15	Zwettler (28) 30:10;32:9;43:24,25; 67:24,25,25;119:18,23; 120:13;121:13,20; 122:2,11,14;123:7,9, 13;124:22;125:2,6,13; 126:2,7;158:16; 187:14,15;227:13			
Yep (1) 113:23	0			
young (1) 233:24	0 (5) 18:2;57:19;172:19; 224:7;247:1			
younger (2) 210:25;213:15	1			
youth (3) 45:1;158:22;212:19	1 (13) 64:2;68:3;103:8; 130:24;131:2,7,11,12; 132:18;133:7,12; 135:23;137:1			
Z	1,200 (1) 178:7 1:00 (1) 14:16 10 (11) 34:7;62:24;66:1; 72:5,6;73:11;74:10; 97:25;153:8;164:3; 200:17 10,000 (1) 164:21 10,000-page (1) 166:11 10:00 (2) 70:24;159:20 100 (3) 143:24;191:11;			
zone (5) 79:1;89:14;97:1; 145:21;201:17				
zoned (7) 84:5,7;89:1,7;96:7, 21;159:9				
Zoning (131) 5:1;6:14;7:7,11; 12:13;14:11;17:12; 21:6,15;25:21,25;26:3, 20,24;27:6,17;30:21; 38:13,23,24;40:6;44:2; 52:7,24;53:10;54:1; 60:21;61:19;63:10; 66:9;68:4;70:13;75:4; 78:2;81:20;82:1,7;				

153:23 28.2053a (1) 6:24 28.2055g (1) 8:4 289.0975 (1) 37:17 28G-1 (1) 91:13 29th (1) 166:19 2C (1) 94:8 2nd (6) 30:22;88:24;91:21, 24;104:9;166:19	128:1 4.0 (1) 40:22 4.1 (1) 135:6 4:30 (1) 42:20 40 (12) 11:4,8,13;17:3,5; 20:10;22:1;24:25; 60:19;178:8;197:5,11 400 (2) 45:6;123:9 41 (1) 180:16 42 (1) 101:25 4-20 (4) 72:4;73:1,5,10 465 (1) 116:11	122:19;166:20 8 8:30 (1) 70:25 80s (2) 44:18,22 836 (1) 209:12 8th (4) 50:4;121:3;122:19; 161:18		
3	42 (1) 101:25 4-20 (4) 72:4;73:1,5,10 465 (1) 116:11	9		
3 (12) 18:2;64:19;66:21,22; 67:1;87:15;91:3,5,6; 96:20;143:8;165:23 3.1 (1) 244:7 3.8 (10) 32:19,22;33:1,16; 37:18;67:9;132:21; 135:16;245:12,13 3.8.1 (1) 245:17 30 (4) 115:13;175:11; 179:6;223:5 300 (2) 187:12;217:21 30th (2) 44:1;166:20 32 (2) 205:8,19 33.019C (1) 5:11 33.019e (1) 9:22 34 (1) 217:7 35 (2) 11:13;25:6 350,000 (1) 190:1 37 (1) 197:4	5 5 (2) 65:17;170:7 5,000 (1) 61:16 53 (1) 58:3 56510 (2) 21:4,13 56ers (1) 47:13 5c (1) 133:1	90 (12) 31:4,11;32:12,12; 122:9;129:23;144:6; 148:8;171:10,11; 192:14,15 90,000 (1) 189:23 90s (7) 44:23,24;117:15,16, 16;119:8;206:3 90-year (4) 114:6;116:19;143:6; 170:25 92 (1) 32:15 94 (1) 120:17 95 (4) 44:15;120:17,18; 178:17 96 (6) 118:9;122:3;131:21; 164:9;167:16;168:6 97 (1) 176:3 99 (6) 68:2;120:21;121:5,6; 122:4,5		
4	6 6 (1) 18:12 6:10 (1) 5:3 60s (1) 218:4 62.237e4 (1) 6:23 62.237e8 (1) 8:3 6th (1) 122:19			
	7			
4 (8) 11:18;18:1,2;57:19; 172:19;224:7;244:8; 247:1 4,000 (12) 61:15;94:15,22,22; 95:9;96:4,15;97:14; 108:19;110:15;115:10;	7 (1) 122:16 7:00 (1) 124:11 70s (2) 193:9;205:11 72 (2) 38:18;115:15 7th (2)			